



भारत का राजपत्र The Gazette of India

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No. 11] NEW DELHI, SATURDAY, MARCH 18, 1995/PHALGUNA 27, 1916

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय
(विधि कार्य विभाग)
(न्यायिक अनुभाग)
सूचना

नई दिल्ली, 17 फरवरी, 1995

MINISTRY OF LAW, JUSTICE & CO. AFFAIRS
(Department of Legal Affairs)
(Judicial Section)
NOTICE

New Delhi, the 17th February, 1995

का.आ. 683.—नोटरीज नियम, 1956 के नियम 6A के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री नरहरि राव देवराज, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे ललिथानगर बाग लिंगापल्ली क्षेत्र (आंध्र प्रदेश) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5(32)/95—न्यायिक]
पी.सी. कण्णन, सक्षम प्राधिकारी

S.O. 683.—Notice is hereby given by the Competent Authority in pursuance of Rule 6A of the Notaries Rules, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. Narahari Rao Devraj Advocate for appointment as a Notary to practise in Lalitha Nagar Bagh Lingamapalli Area, (Andhra Pradesh).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(32)/95-Judl.]
P. C. KANNAN, Competent Authority

कामिक, लोक शिकायत तथा पेंशन मंत्रालय

(कामिक और प्रशिक्षण विभाग)

आवेश

नई दिल्ली, 22 फरवरी, 1995

का.आ. 684.—दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 के 25) की धारा 5 की उपधारा (1) के साथ पठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, आन्ध्र प्रदेश राज्य सरकार गृह (एस.सी.-ए) विभाग के जी.ओ.-आर.टी. सं.-2817, दिनांक 20 अक्टूबर, 1993 द्वारा दी गई सहमति से पी.ई.-1/93 विशाखापट्टनम दिनांक 24 फरवरी, 1993 के सम्बन्ध में दर्ज किए जाने वाले अपराधों तथा उक्त अपराध (अपराधों) से सम्बन्धित प्रयासों, बुद्धिगम तथा षड्यंत्र तथा इन्हीं से या सम्बन्धित तथ्यों से उत्पन्न अन्य कोई अपराध (अपराधों) जो निम्नलिखित संगत अधिनियम के प्रावधानों के अन्तर्गत दण्डनीय हैं, की जांच के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों तथा अधिकार क्षेत्र का पूरे आन्ध्र प्रदेश राज्य में विस्तार करती है।

अभियुक्त का नाम	विधिक प्रावधान
(1)	(2)
सर्वश्री	
1. के.सी. शर्मा,	भारतीय दंड संहिता
उप मुख्य निरीक्षक अभियंता,	(1860 की 45) की
राईट्स	धारा 420 के साथ
बम्बई (सेवा निवृत्त)।	पठित धारा 120-बी
2. रविलाल पटेल,	के अन्तर्गत तथा भ्रष्टा-
प्रोप. मैसर्स जय अम्बिका	चार निरोधक अधि-
टिम्बर मार्ट, रायपुर (म.प्र.)	नियम 1988 (1988
तथा कोई भी अन्य व्यक्ति	का 49) की धारा 13 की
जिसने उपर्युक्त व्यक्तियों के	उपधारा (1) के खंड
साथ मिलकर षड्यंत्र किया	(डी) के साथ पठित
है।	उपधारा (2)।

[संख्या 228/22/94-ए.वी.डी.-II]

एस. सौंदर राजन, अवसर सचिव

MINISTRY OF PERSONNEL, P. G. & PENSIONS

(Department of Personnel & Training)

ORDER

New Delhi, the 22nd February, 1995

S.O. 684.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government, with the consent of the State Government of Andhra Pradesh accorded vide Home (SC-A) Department G. O. Rt. No. 2817 dated 20th October, 1993 hereby extends the powers and jurisdiction of the members of the Delhi Special

Police Establishment to the whole of the State of Andhra Pradesh for investigation of offences in case to be registered in respect of the P.E. 1/93-Visakhapatnam dated the 24th February, 1993, and attempts, abetments and conspiracy in relation to or in connection with the said offence(s) and any other offence(s) arising out of same or related facts, punishable under the provisions of relevant Acts mentioned below :—

Name of the accused	Provision of Law
1	2
S/Shri	
1. K.C. Sharma	Under Section 120-B, read
Deputy Chief Inspecting	with section 420 of the Indian
Engineer, RITES,	Penal Code (45 of 1860) and
Bombay (Retired)	Sub-Section (2) read with
	clause (d) of Sub-Section (1)
	of Section 13 of the prevention
	of corruption Act, 1988 (49
	of 1988).
2. Ravilal Patel	
Prop. M/s Jai Ambica	
Timber Mart, Raipur	
(M.P.) and any other	
person who have conspired	
with the above	
persons.	

[No. 228/22/94-AVD-II]

S. SOUNDAR RAJAN, Under Secy.

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

(निवेश प्रभाग)

नई दिल्ली, 16 दिसम्बर, 1993

का.आ. 685 :—भारतीय न्यास (ट्रस्ट्स) अधिनियम, 1882 (1882 का अधिनियम 2) की धारा 20 के खण्ड (ब) द्वारा प्रदत्त शक्तियों के अनुपालन में, केन्द्रीय सरकार एतद्वारा भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का अधिनियम सं. 23) के अन्तर्गत गठित भारतीय स्टेट बैंक द्वारा 500 करोड़ रुपये के कुल मूल्य के 1000 रुपये प्रत्येक के अंकित मूल्य वाले प्रामिसरी नोटों के रूप में 50,00,000 आरक्षित, प्रतिदेय, गौण मुक्त ब्याज दर वाले बाण्डों को उक्त धारा के प्रयोजनों के लिए एक प्रतिभूति के रूप में प्राधिकृत करती है।

[फा.सं. एस-4 (46)-सी.सी. आई-93]

पी.जे. नायक, संयुक्त सचिव (ई सी बी और निवेश)

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Investment Division)

New Delhi, the 16th December, 1995

S.O. 685.—In exercise of the powers conferred by clause (f) of section 20 of the Indian Trust Act, 1882 (Act 2 of 1882), the Central Government hereby authorises the 50,00,000 Unsecured, Redeemable, Subordinated Floating Interest Rate Bonds in the nature of promissory notes of

the face value of rupees 1000 each of the aggregate value of rupees 500 crores issued by the State Bank of India, constituted under State Bank of India Act, 1955 (Act No. 23 of 1955), as a security for the purposes of the said section.

[F. No. S. 4(46)-CCI-93]
P. J. NAYAK, Jt. Secy.

वित्त मंत्रालय
(राजस्व विभाग)

(केन्द्रीय उत्पादशुल्क एवं सीमाशुल्क समाहर्ता का कार्यालय)
अधिसूचना सं. 1/94 सीमाशुल्क(एन.टी)

कोचीन, 29 नवम्बर, 1994

का.आ. 686.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के दिनांक 1-7-94 की अधिसूचना सं. 33/94 सीमाशुल्क (एन. टी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य में ग्राम-अट्टिपारा, तालुक—तिरुवनन्तपुरम, जिला—तिरुवनन्तपुरम को भारत सरकार, इलेक्ट्रॉनिकी विभाग, उद्योग उन्नयन विभाग, नई दिल्ली द्वारा स्वीकृत केवल 100% निर्यात आधारित उप-क्रमों के गठन को सीमित प्रयोजन के लिए एतद्वारा सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 के अन्तर्गत भण्डागारण स्थान घोषित करते हैं।

[फा.सी.सं. VIII 48/376/93-कस. पालिसी]
एस.एस. बेदी, समाहर्ता

MINISTRY OF FINANCE
(Department of Revenue)

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE
AND CUSTOMS

NOTIFICATION NO. 1/94-CUSTOM (NT)

Cochin, the 29th November, 1994

S.O. 686.—In exercise of powers conferred by Notification No. 33/94 Customs (NT) dated 01-07-94 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, Village-Attipra, Taluk-Trivandrum, District-Trivandrum in the State of Kerala is hereby declared to be a warehousing station under section 9 of the Customs Act, 1962 (52 of 1962) for the limited purpose of setting up 100 per cent Export Oriented Undertakings only, approved by the Government of India, Department of Electronics, Industry Promotion Division, New Delhi.

[File C. No. VIII/48/376/93-Cus. Pol.]
S. S. BEDI, Collector

(आर्थिक कार्य विभाग)
(बैंकिंग प्रभाग)

नई दिल्ली, 23 फरवरी, 1995

का.आ. 687.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उप धारा 1 के उपबंध इस अधिसूचना के भारत के राजपत्र में प्रकाशित होने की तारीख से 30 जून, 1999 तक जिला सहकारी बैंक लि. गोण्डा, उत्तर प्रदेश पर लागू नहीं होंगे।

[फा.सं. 1/1/95-ए.सी.]
एम.एल. कुकरेजा, अवसर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 23rd February, 1995

S.O. 687.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to the Zila Sahakari Bank Ltd., Gonda (Uttar Pradesh) from the date of publication of this notification in the official Gazette to 30th June, 1999.

[F. No. 1(1)/95-AC]

M. L. KUKREJA, Under Secy.

नई दिल्ली, 24 फरवरी, 1995

का.आ. 688.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, श्री टी.जे.ए. गनिगा, वर्तमान महा-प्रबंधक, सिंडिकेट बैंक, को उनके कार्यभार ग्रहण करने की तारीख से 30 नवम्बर, 1998 तक के लिए, आन्ध्रा बैंक के पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है।

[सं. एफ 9/29/94-बी.ओ.-1]

के.के. मंगल, अवसर सचिव

New Delhi, the 24th February, 1995

S.O. 688.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri T. J. A. Ganiga, presently General Manager, Syndicate Bank, as a whole-time Director (designated as the Executive Director) of Andhra Bank, for the period from the date of his taking charge and upto 30th November, 1998.

[F. No. 9/29/94-BO. I]

K. K. MANGAL, Under Secy.

नई दिल्ली, 24 फरवरी, 1995

का.आ. 689.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 5 के उपखण्ड (1), खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक के साथ परामर्श करने के पश्चात्, एतद्वारा भारतीय स्टेट बैंक के वर्तमान उप प्रबंध निदेशक, श्री जी. कथूरिया को उनके कार्यभार ग्रहण करने की तारीख से 30 अप्रैल, 1997 तक की अवधि के लिए बैंक आफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[फा.सं. 9/44/94-बी.ओ.1]

के.के. मंगल, अवसर सचिव

New Delhi, the 24th February, 1995

S.O. 689.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 5, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri G. Kathuria, presently Deputy Managing Director, State Bank of India, as the Chairman and Managing Director, Bank of India for the period from the date of his taking charge and upto 30th April, 1997.

[F. No. 9/44/94-BO. I]
K. K. MANGAL, Under Secy.

नई दिल्ली, 28 फरवरी, 1995

का.आ. 690.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजन के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में संलग्न अनुबंध में निम्नलिखित बैंकों के सूचीबद्ध कार्यालयों/शाखाओं को, जिनके कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

क्र. सं.	बैंक का नाम	कार्यालयों/शाखाओं की संख्या
1	2	3
1.	भारतीय स्टेट बैंक	50
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[सं. 11016/2/94-हिन्दी]
के. श्रीनिवासन, संयुक्त सचिव

शाखाओं के नामों की सूची

भारतीय स्टेट बैंक

- आई.सी.डी., लुधियाना
- ब्रह्मपुरी, लुधियाना
- हुगरी रोड, लुधियाना
- पं. कृ. वि. लुधियाना
- लाडोवाल, लुधियाना

- टैगोर नगर, लुधियाना
- ए.डी.बी. मान्डीवाड़ा
- गुरुदेव नगर, लुधियाना
- फिरोजपुर शहर
- फिरोजपुर छावनी
- कृ. वि. शा. फिरोजपुर
- गुरुहरसहाय
- अबोहर
- खुईखेरा
- अबुन
- फाजिल्का
- अरनीवाला
- खुबन
- खियोवाली ढाब
- अमृतसर कैट
- फगवाड़ा
- न्यू ग्रेन मार्केट, अमृतसर
- एयर कार्गो कॉम्प्लेक्स, अमृतसर
- रायपुर
- बीरपुर, जि. देहरादून
- पल्टनबाजार, जि. देहरादून
- क्लेमण्टाउन, जि. देहरादून
- सहारनपुर, जि. देहरादून
- राजपुर रोड, जि. देहरादून
- कचहरी, जि. देहरादून
- भारतीय सैन्य अकादमी, जि. देहरादून
- डिफेंसी कालोनी, जि. देहरादून
- लण्डोर कैट, जि. देहरादून
- आई.आई.पी., जि. देहरादून
- कावली रोड, जि. देहरादून
- जाखन, जि. देहरादून
- नया टिहरी टाउनशिप, जि. टिहरी
- पोड़ीखाल, जि. टिहरी
- सिलकाखाल, जि. टिहरी
- प्रताप नगर, जि. टिहरी
- जखण्ड, जि. टिहरी
- हुगड़ा, जि. पौड़ी
- कुलसारी, जि. चमोली
- भिरी, जि. चमोली
- तलवाड़ी, जि. चमोली
- लडोली, जि. चमोली
- चोपड़ा, जि. चमोली

48. दुधारखाल, जि. पोड़ी
49. स्थानीय प्रधान कार्यालय,
भारतीय स्टेट बैंक, भद्र,
अहमदाबाद
50. स्थानीय प्रधान कार्यालय,
भारतीय स्टेट बैंक,
चण्डीगढ़

स्टेट बैंक आफ सोराष्ट्र

1. पालनपुर,
गुरू नानक चोक, पेलेस रोड,
पालनपुर-385001, गुजरात
2. नडियाड,
प्रभात टाकीज के पास, बवन भगोल,
पोस्ट ब्राम्स सं. 1,
नडियाड-387001,
गुजरात
3. शेडुभार,
जिला अमेरेली-364 432
गुजरात
4. राजकोट,
एस. एस. आई. शाखा,
स्वामिनारायण गुरुकुल के पास,
गोंडल रोड,
राजकोट-360 002
5. बिलीमोरा,
ए-391, महादेवनगर रोड,
बिलीमोरा-396 321
6. नागपुर,
भागनगर भवन,
पहला तल, फेक्टरी रोड,
सेन्ट्रल एवेन्यू,
नागपुर-440 018
7. बारडोली,
ए-1, ए-2,
महेता बाजार, सरदार पटेल
राष्ट्रीय स्मारक के सामने,
सरदार बाग, स्टेशन रोड,
बारडोली-394 601
8. अहमदाबाद, कांकरिया,
31, पुष्पाकुंज सोसायटी,
कांकरिया, अहमदाबाद-380 028
9. विरमगाम,
पहली मंजिल, जे. के. सुपरमार्केट,
विट्ठलभाई पटेल मार्ग,
विरमगाम-382 150

10. नोधणवदर,
सोनगढ़, नोधणवदर,
गुजरात
उत्तर प्रदेश
11. गाजियाबाद,
5/सी 293, शास्त्रीनगर,
हापुड़ रोड,
गाजियाबाद (उत्तर प्रदेश)

दिल्ली

12. पटपड़गंज,
पहली मंजिल, ए-16,
आचार्य निकेतन,
पटपड़गंज, मयूर विहार के पास,
चरण-1, नयी दिल्ली-110 092

बैंक आफ महाराष्ट्र

मध्य प्रदेश अंचल, भोपाल
भोपाल क्षेत्र

1. खेड़ी सावलीगढ़ शाखा,
बैंक आफ महाराष्ट्र,
“गीव भवन”, जि. बैतूल

जबलपुर क्षेत्र

2. गंडई शाखा,
बैंक आफ महाराष्ट्र,
पो. गंडई, ता. खैरगढ़,
जिला राजनांदगांव-491 888
3. पालीमेडा शाखा,
बैंक आफ महाराष्ट्र,
ग्राम व डाकघर पालीमेडा,
तहसील खैरगढ़,
जि. राजनांदगांव, पिन-491 885

पुणे अंचल

पुणे शहर क्षेत्र

4. मासुलकर कालोनी शाखा,
बैंक आफ महाराष्ट्र,
मासुलकर टावर, मासुलकर कालोनी
पिंपरी, पुणे-411 018
5. नवी पेठ शाखा,
बैंक आफ महाराष्ट्र,
प्लॉट सं. 720/16,
“योगचंद्र” लाल बहादुर शास्त्री मार्ग,
104, नवी पेठ, पुणे-411 030
6. हज्जसर शाखा,
बैंक आफ महाराष्ट्र,
कांचनगंगा आर्कड,
डा. कर्णे अस्पताल के पास,
पुणे-411 028

7. यमुनानगर निगणी शाखा,
बैंक आफ महाराष्ट्र,
मुथा कार्नेर, सेक्टर नं. 21,
प्लॉट नं. 171, यमुनानगर,
भिंगडी, पुणे-411 044

मराठवाडा अंचल, औरंगाबाद
सोलापुर क्षेत्र

8. माजरेवाडी शाखा,
बैंक आफ महाराष्ट्र,
मार्कंडेयनगर, कुमठा नाका के पास,
जि. सोलापुर-413 003
9. ट्वीन सोलापुर शाखा,
बैंक आफ महाराष्ट्र,
श्रीकंठनगर फार्मसी कालेज के पास,
जि. सोलापुर
10. शिरभावी शाखा,
बैंक आफ महाराष्ट्र,
ग्राम और डाकघर शिरभावी,
ता. सांगोला, जि. सोलापुर
लातूर क्षेत्र
11. विवेकानंद चौक शाखा,
बैंक आफ महाराष्ट्र,
पाटील बिल्डिंग,
शाहु महाराज की मूर्ति के सामने,
लातूर-413 512

दक्षिण महाराष्ट्र अंचल, कोल्हापुर
कोल्हापुर क्षेत्र

12. सालोखेनगर शाखा,
बैंक आफ महाराष्ट्र,
150, "अनंत सागर",
त्रिमूर्ति मंदिर के पास,
कोल्हापुर, पिन-416 007
13. लातूर क्षेत्रीय कार्यालय,
बैंक आफ महाराष्ट्र,
28/77, किर्ति मेशन,
गोपसी आकृत बाजार,
लातूर-413 512
14. अहमदनगर क्षेत्रीय कार्यालय,
बैंक आफ महाराष्ट्र,
"गुरुकुल," दूसरा माला,
लाल टाकी रोड,
अहमदनगर-414 001
15. अमरावती क्षेत्रीय कार्यालय,
बैंक आफ महाराष्ट्र,
अतुल मंगल कार्यालय के सामने,
लहानुजीनगर,
अमरावती-444 606

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सेंट्रल बैंक आफ इंडिया
अंचल : चण्डीगढ़ (पंजाब)

1. लोंगोवाल
जिला—संगरूर
2. भाछीवाड़ा
जिला—लुधियाना
3. ओटालों
जिला—लुधियाना
4. भटिण्डा
जिला—भटिण्डा
अंचल : आगरा
5. कन्नोज
जिला—फर्रुखाबाद
6. शाखा—नौगवां
जिला—इटावा
7. बंदावन
जिला — मथुरा
अंचल कलकत्ता (पश्चिम बंगाल)
8. कुलगछीया
9. प्रिस अनवर साहू रोड
10. सुभाषग्राम
11. रघुनाथपुर
12. संग्रामपुर
13. प्रताप आदित्य रोड
14. साल्कोया
15. पाइक पारा
16. खारीबारी
17. चौबेरिया
18. रामनाथपुर
19. नुईसराय
20. महानथ नगर पारा
21. मखालपुर
22. रामनगर
23. राजहाट बाजार
24. बाघमोर
25. जीवनपुर बाजार
26. पुरुलिया
27. बांकुडा
28. बलरामपुर
29. छतना
30. मेदनीपुर
31. रामपुर हाट
32. लालगोला
33. सुरी
34. बहरमपुर
35. हलदिया
36. पुरानाबोलमाल

37. प्रधानशाही
38. वी.जी.पी. नगर
39. नया चौक
40. कटक
41. नेडलपुर
42. पीरबाजार
43. संबलपुर
44. राडरकेला
45. सनवादगोपालपुर
46. अलगुम
47. वीरीवाटी
48. स्टील टाउन
49. विसरा
50. फलझर
51. पानीमोरा
52. ब्राह्मीपाल
53. खडाल
54. सुगुडा
55. अचल कार्यालय, अहमदाबाद

अंचल : हैदराबाद (आंध्र प्रदेश)

56. तेनाली
57. विजयनगरम
58. कंचिकर्चेला
59. मेलावरम
60. गंगिनेनी
61. वि. कोन्डूरू
62. लक्ष्मीपुरम
63. गुन्दूर
64. गदग
65. अंगस्तूर

स्टेट बैंक आफ हैदराबाद

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क्षेत्र "क"

1. स्टेट बैंक आफ हैदराबाद
नरसिंहापुर शाखा,
गुडगांव जिला (हरियाणा राज्य)
पिन-122 001
2. स्टेट बैंक आफ हैदराबाद,
सेवा शाखा (दिल्ली)
सूर्यकिरण, 19, के.जी.मार्ग,
नई दिल्ली-110 001
3. स्टेट बैंक आफ हैदराबाद,
जयपुर शाखा,
चंदन महल, प्रथम तल,
एस.एम.एस. हार्डवू, चौड़ा रास्ता,
जयपुर-302 003

क्षेत्र "ख"

4. स्टेट बैंक आफ हैदराबाद,
सेवा शाखा (बम्बई),
फोर्ट क्षेत्र, बम्बई-400 023
5. स्टेट बैंक आफ हैदराबाद,
आश्रम रोड शाखा,
नागिनदास चैम्बर्स, उस्मानपुरा,
अहमदाबाद-380 014
6. स्टेट बैंक आफ हैदराबाद,
क्षेत्रीय कार्यालय, क्षेत्र-4,
अशोक महल, प्रथम तल,
1204, तुल्लक, कोलाबा,
बम्बई-400 039
7. स्टेट बैंक आफ हैदराबाद
साखरा शाखा,
हिंगोली तालुका, परभणी जिला,
साखरा
8. स्टेट बैंक आफ हैदराबाद,
घानेगांव कैप शाखा,
कैज तालुका, बीड-431 518
9. स्टेट बैंक आफ हैदराबाद,
टाईठान शाखा,
अस्ति तालुका,
बीड-414 203
10. स्टेट बैंक आफ हैदराबाद,
हीरापुर शाखा,
गोशई तालुका,
बीड-431 127
11. स्टेट बैंक आफ हैदराबाद,
नेरली शाखा,
नांदेड़-431 602
12. स्टेट बैंक आफ हैदराबाद,
सोनखेड शाखा,
नांदेड़-431 725
13. स्टेट बैंक आफ हैदराबाद,
सारखानी शाखा,
किन्वन तालुका,
नांदेड़
14. स्टेट बैंक आफ हैदराबाद,
मातुलाशाखा,
भोकार तालुका,
नांदेड़

स्टेट बैंक आफ हैदराबाद

15. स्टेट बैंक आफ हैदराबाद,
गोजेगांव शाखा,
नांदेड़-431 718

16. स्टेट बैंक आफ हैदराबाद,
भोपाल शाखा,
भोपाल-462 001
 17. स्टेट बैंक आफ हैदराबाद,
मलाइ शाखा,
बम्बई-400 064
 18. स्टेट बैंक आफ हैदराबाद,
कोथरुड शाखा,
पुणे
- क्षेत्र "ग"
19. स्टेट बैंक आफ हैदराबाद,
अंचल कार्यालय,
वरकांतम कॉम्प्लेक्स,
3-4-419 से 421 तक,
काचीगुडा एक्स रोड्स
हैदराबाद-500 027
 20. स्टेट बैंक आफ हैदराबाद,
क्षेत्र-1, वरकांतम कॉम्प्लेक्स,
3-4-419 से 421 तक,
काचीगुडा-एक्स-एक्स रोड्स,
हैदराबाद-500 027
- स्टेट बैंक आफ हैदराबाद
21. स्टेट बैंक आफ हैदराबाद,
क्षेत्रीय कार्यालय, क्षेत्र 3,
वरकांतम कॉम्प्लेक्स,
3-4-419 से 421 तक,
काचीगुडा एक्स रोड्स,
हैदराबाद-500027
 22. स्टेट बैंक आफ हैदराबाद,
क्षेत्रीय कार्यालय, क्षेत्र 2,
निजामाबाद
 23. स्टेट बैंक आफ हैदराबाद,
दिलसुखनगर शाखा,
16-11-771/3,
मूसारमबाग, हैदराबाद-36
 24. स्टेट बैंक आफ हैदराबाद,
सुल्तान बाजार शाखा,
बैंक स्ट्रीट, हैदराबाद-500001
 25. स्टेट बैंक आफ हैदराबाद,
गृहकल्पा शाखा,
आंध्र प्रदेश हाउसिंग बोर्ड बिल्डिंग,
मुकरांजाही रोड,
हैदराबाद-500001
 26. स्टेट बैंक आफ हैदराबाद,
एपीएसआरटीसी शाखा,
आरटीसी एक्स रोड्स,
हैदराबाद-500020
 27. स्टेट बैंक आफ हैदराबाद,
मन्लकुंटा शाखा,
2-1/488/1,
हैदराबाद-500024
 28. स्टेट बैंक आफ हैदराबाद,
सेन्ट्रैटेरियट शाखा,
प्रो. प्र. सेन्ट्रैटेरियट बिल्डिंग,
हैदराबाद-500022
 29. स्टेट बैंक आफ हैदराबाद,
भीमगल शाखा,
आरमूर मंडल, निजामाबाद-503307
 30. स्टेट बैंक आफ हैदराबाद,
कामारेड्डी शाखा,
निजामाबाद-503111
 31. स्टेट बैंक आफ हैदराबाद,
सुभाषनगर शाखा,
निजामाबाद-503001
 32. स्टेट बैंक आफ हैदराबाद,
महबूबनगर शाखा (मुख्य),
महबूबनगर-509001
 33. स्टेट बैंक आफ हैदराबाद,
क. वि. शाखा, महबूबनगर,
1-7-57/6, न्यू गेज रोड,
पुलिस हेड क्वार्टर्स के सामने,
महबूबनगर-509001
 34. स्टेट बैंक आफ हैदराबाद,
राष्ट्रपति रोड शाखा,
1-1-72 से 75 तक,
सिकंदराबाद-500003
 35. स्टेट बैंक आफ हैदराबाद,
हिम्मतनगर शाखा,
सिकंदराबाद-500025
- स्टेट बैंक आफ हैदराबाद
36. स्टेट बैंक आफ हैदराबाद,
क्षेत्रीय कार्यालय, क्षेत्र 2,
राघवरत्न टावरम नार्थ ब्लॉक,
अंचल कार्यालय, सिकंदराबाद,
हैदराबाद
 37. स्टेट बैंक आफ हैदराबाद,
रामचंद्रापुरम शाखा,
भारत हैवी इलेक्ट्रिकल्स कंपस,
सिकंदराबाद-500032
 38. स्टेट बैंक आफ हैदराबाद,
मंचरियाल शाखा,
आदिलाबाद जिला
पिन-504208

39. स्टेट बैंक आफ हैदराबाद,
कोन्तगुडम शाखा,
ग्राममम जिला,
पिन-507101

40. स्टेट बैंक आफ हैदराबाद,
रामगुडम शाखा,
करीमनगर जिला-505208

41. स्टेट बैंक आफ हैदराबाद,
जनरल बाजार शाखा,
मिकन्दराबाद-500003

भारतीय लघु उद्योग विकास बैंक
राजभाषा नियम 10(4) के अंतर्गत
कार्यालय का नाम अधिसूचित करना

1. भारतीय लघु उद्योग विकास बैंक,
जीवन ज्योति,
लासा लाजपत राय चौक,
द माल, पोस्ट बाक्स नं. 58,
शिमला-171001
2. भारतीय लघु उद्योग विकास बैंक,
नेपथ्यून टावर्ज, दूसरी मंजिल,
नेहरू पुल के पास, आश्रम रोड,
पोस्ट बॉक्स नं. 22,
ग्रहमदाबाद-380009

भारतीय औद्योगिक विकास बैंक

1. भारतीय औद्योगिक विकास बैंक,
6. मालवीय नगर,
राजभवन के सामने,
भोपाल-462003

स्टेट बैंक आफ ब्रावणकोर

1. लखनऊ शाखा, कपूरथला कॉम्प्लेक्स,
सेक्टर एफ अलीगंज, लखनऊ,
उत्तर प्रदेश
2. सरोजिनी नगर, नई दिल्ली शाखा,
पी बी सं. 4832,
सरोजिनी नगर पीओ,
नयी दिल्ली-110023
3. आर.के. पुरम, नई दिल्ली शाखा,
पी बी सं. 4,
रामकृष्णपुरम मुख्य पीओ,
नई दिल्ली-110016
4. रोहिणी कर्मशियल कॉम्प्लेक्स,
नई दिल्ली शाखा, पी.बी. सं. 10005
दिल्ली-110085
5. मारुति उद्योग शाखा, गुडगांव,
पलान गुडगांव रोड,
हरियाणा-122015

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6. जयपुर एम ग्राई रोड शाखा,
पीबी सं. 354, जयपुर पीओ,
राजस्थान-302 001
7. स्वरूप नगर कानपुर शाखा,
प्रथम तल, नद्री बाजार,
सं. 113/166, स्वरूप नगर-208002
उत्तर प्रदेश
8. भोपाल (अरेग कालोनी) शाखा,
पी बी सं. 39,
रविशंकर नगर पीओ,
मध्य प्रदेश-462016
9. बम्बई मुख्य शाखा,
पी बी सं. 1005,
कोर्ट, महाराष्ट्र 400 023
10. बम्बई सेवा शाखा,
125, एम जी रोड,
कोर्ट, महाराष्ट्र 400 023
11. बम्बई मुलण्ड ईस्ट शाखा,
आवोक्षा, 90, डी पी रोड,
मुलण्ड ईस्ट पीओ 400 081
बम्बई, महाराष्ट्र
12. बम्बई मुलण्ड वेस्ट शाखा,
पी बी सं. 7798,
मुलण्ड वेस्ट पीओ 400 080
बम्बई, महाराष्ट्र
13. नागपुर शाखा,
पी बी सं. 13,
नागपुर सिटी पीओ,
महाराष्ट्र 440 002
14. नागपुर कांग्रेस नगर शाखा,
पी बी सं. 211,
पटवर्द्धन ग्राउण्ड पीओ,
महाराष्ट्र
15. पुणे शाखा,
पी बी सं. 872,
डक्कोण जिखाना पीओ,
महाराष्ट्र
16. कोट्टयम मुख्य शाखा,
पी बी सं. 19,
कोट्टयम 686 001
कोट्टयम, केरल
17. कोयन्वेरी शाखा,
पी बी सं. 1,
कोयन्वेरी, पत्तनमतिट्टा 68964,
पत्तनमतिट्टा, केरल

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18. कुंबनाड शाखा, पी बी सं. 1
कुंबनाड, पत्तनमतिट्टा 689547
पत्तनमतिट्टा, केरल
19. पत्तनमतिट्टा शाखा,
पी बी सं. 3
पत्तनमतिट्टा 689645
पत्तनमतिट्टा, केरल
20. तिरुवल्ला शाखा,
पी बी सं. 3,
तिरुवल्ला 689 101,
पत्तनमतिट्टा, केरल
21. चाममपताल (वाझूर) शाखा,
पी बी सं. 1,
चाममपताल 686 517,
कोट्टयम, केरल
22. चंगनाशोरी एस बी कालेज शाखा,
पी बी सं. 11,
चंगमाशोरी 686 101
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23. चेंगलम शाखा,
पी बी सं. 1,
चेंगलम 686 585,
कोट्टयम, केरल
24. इडपरिकप्पुषा,
सी जी एस बिल्डिंग,
कांगषा पी ओ,
कोट्टयम 686 541,
कोट्टयम, केरल
25. इलकुलम शाखा,
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कूराली पीओ,
कोट्टयम 686522,
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26. कालाकेट्टी शाखा,
पी बी सं. 1,
कालाकेट्टी पी ओ,
कोट्टयम, केरल
27. कांजिरप्पल्ली शाखा,
पी बी सं. 1,
कांजिरप्पल्ली 688 507
कोट्टयम, केरल
28. कुडक्काचिन्ना शाखा,
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मरंगाट्टुप्पली 686 635
कोट्टयम, केरल

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29. कुरिच्चवी शाखा,
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नीलमपरूर 686 534
कोट्टयम, केरल
30. मोनाडम शाखा,
पी बी सं. 1,
मीनाडम 686 516
कोट्टयम, केरल
31. मेलुकावुमट्टम शाखा,
पी बी सं. 1,
मेलुकावुमट्टम,
कोट्टयम, केरल
32. पायिवाड शाखा,
पी बी सं. 1,
पल्लिकच्चिरा कवला,
पी ओ 686 537
कोट्टयम, केरल
33. पाला शाखा,
पी बी सं. 6,
पाला पी ओ 686 575
कोट्टयम, केरल
34. अरुमानुर शाखा,
पी बी सं. 1,
अरुमानुर पी ओ 686 568,
कोट्टयम, केरल
35. अइमनम शाखा,
पी बी सं. 1,
अइमनम पी ओ 686 015,
कोट्टयम, केरल
36. चक्कलपुषा शाखा,
चांपणिकल बिल्डिंगस,
चक्कमपूषा पी ओ,
केरल 686 574,
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37. चिगवनम शाखा,
पी बी सं. 1
चिगवनम पी ओ 686 531,
कोट्टयम, केरल
38. सी एम एस कालेज, शाखा,
पी बी सं. 293,
कोट्टयम पी ओ 686 001
कोट्टयम, केरल
39. कडुत्तुळि कृषि विकास शाखा,
(ए डी बी) शाखा,
पी बी सं. 1, कडुत्तुळि पी ओ
686 604, कोट्टयम, केरल

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40. कडुत्तुरुत्ति मुख्य शाखा,
पी बी सं. 2,
कडुत्तुरुत्ति पी ओ 686 604,
कोट्टयम, केरल
41. कणिप्पुत्ताट्टु शाखा,
पी बी सं. 1,
अर्पुक्करा पी ओ 686 008,
कोट्टयम, केरल
42. कूडल्लूर शाखा,
पी बी सं. 1,
कूडल्लूर पी ओ 686 585,
कोट्टयम, केरल
43. कोतनल्लूर शाखा,
पी बी सं. 1,
कोतनल्लूर पी ओ 686 632,
कोट्टयम, केरल
44. कोपा शाखा,
पी बी सं. 1,
कोपा पी ओ. 686 640,
कोट्टयम, केरल
45. कुलशेखरमंगलम शाखा,
पी बी सं. 1,
कुलशेखरमंगलम पी.ओ. 686 608
कोट्टयम, केरल
46. मरंगाट्टुप्पल्ली शाखा,
पी बी सं. 1,
मरंगाट्टुप्पल्ली पी ओ 686 635,
कोट्टयम, केरल
47. मरूर शाखा,
पी बी सं. 51,
मरूर पी ओ 691 523,
पत्तनंतिट्टा,
केरल
48. ईनालु शाखा,
पी बी सं. 1,
ईनालु पी ओ 691 526,
पत्तनंतिट्टा, केरल
49. कडंपनालु शाखा,
पी बी सं. 1,
कडंपनालु साउथ पी ओ 691 553,
पत्तनंतिट्टा, केरल
50. कल्लेली शाखा,
आर्करकला बिल्डिंग,
कल्लेली पी ओ,
पत्तनंतिट्टा 680 691,
पत्तनंतिट्टा, केरल

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51. कल्लुप्पारा शाखा,
पी बी सं. 1,
कडमनकुलम पी ओ 689 603,
पत्तनंतिट्टा, केरल
52. कारक्कल शाखा,
पी बी सं. 1,
कारक्कल पी ओ 689 108,
पत्तनंतिट्टा, केरल
53. कट्टोडु शाखा,
पी बी सं. 1,
मंजाडी जंक्शन पी ओ 689 105,
पत्तनंतिट्टा, केरल
54. कन्नियूर शाखा,
पी बी सं. 1, कन्नियूर पी ओ 689 582,
पत्तनंतिट्टा, केरल
55. कोट्टंगल शाखा,
पी बी सं. 1,
पनमतोट्टतिल बिल्डिंग,
पत्तनंतिट्टा, केरल
56. मलयालप्पुषा शाखा,
पी बी सं. 1,
मलयालप्पुषा तापम पी ओ,
689 666,
पत्तनंतिट्टा, केरल
57. मणिप्पुषा शाखा,
पी. बी. सं. 1,
कोडियाडी पी ओ 689 110,
पत्तनंतिट्टा, केरल
58. मेप्राल शाखा,
पी बी सं. 1,
मेप्राल पी ओ 689 591,
पत्तनंतिट्टा, केरल
59. नारंगानम शाखा,
पी बी सं. 1,
नारंगानम पी ओ. 689 642,
पत्तनंतिट्टा, केरल
60. काक्कूर शाखा,
हाउस नं. 310,
काक्कूर पी.ओ.
एरणाकुलम जिला,
केरल-686 662
61. पयंगड शाखा,
सुहस्तुम्मेल बिल्डिंग, वाड नं. 4,
कुम्बलंगी साउथ पी ओ. कोच्ची,
जिला एरणाकुलम,
केरल-682 007

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62. मुल्लरिगाड शाखा,
मुल्लरिगाड पी ओ,
इडुक्की जिला,
केरल 685 582
63. तेक्कुम्भागम शाखा,
सेन्ट जॉर्ज चर्च बिल्डिंग्स,
तेक्कुम्भागम पी ओ.,
जिला इडुक्की,
केरल 685 585
64. कैनकरी शाखा,
पी बी नं. 1, के पी IV 148,
नेथरक्काडु बिल्डिंग्स,
कैनकरी पी. ओ.,
जिला आण्णुपा,
केरल 688 501
65. अवलकुन्न शाखा,
पी बी नं. 2401, कार्तिका,
अवलकुन्न पी ओ,
जिला आलण्णुपा,
केरल 688 006
66. ओल्लूर शाखा,
पी बी नं. 1,
पंचायत बिल्डिंग,
ओल्लूर पी ओ,
तृशूर जिला,
केरल 680 306
67. गुरुवायूर शाखा,
पी बी नं. 4,
गुरुवायूर पी ओ,
तृशूर जिला,
केरल 680 101
68. वडकरा शाखा,
पी बी नं. 6,
कलिगल बिल्डिंग्स,
वडकरा पी ओ
कोषिकोड जिला,
केरल 673 101
69. कण्णूर मुख्य शाखा,
पी बी नं. 1,
कण्णूर पी ओ,
जिला कण्णूर,
केरल 670 001

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70. तलशेरी शाखा,
पी बी नं. 55,
डोर नं. 13/389,
मूसा रोड, तलशेरी पी ओ,
जिला कण्णूर,
केरल 670 101
71. कामरगोड शाखा,
पी बी नं. 27,
मनमूर मेन्शन,
XII/261, कामरगोड पीओ,
जिला कामरगोड,
केरल 670 121
72. पुतियरा शाखा,
पी बी नं. 197,
मेयन बिल्डिंग्स,
जेल रोड,
पुतियरा पी ओ,
जिला कोपिकोड,
केरल 673 004
73. पालयम-कोषिकोड शाखा,
पी बी नं. 532,
वाइट लाइन्स,
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जिला कोषिकोड,
केरल 673 002
74. चालिशेरी शाखा,
पी बी नं. 1,
मलामन्त बिल्डिंग,
चालिशेरी पी ओ,
पालक्काड जिला,
केरल-679 536
75. मलप्पुरम शाखा,
पी बी नं. 1, मलप्पुरम डाउन-
हिल पी ओ, जि. मलप्पुरम,
केरल 676 519
76. करिप्पूर शाखा
(कालिकट एयरपोर्ट),
कोन्डोट्टी पी ओ, जि. मलप्पुरम,
केरल 679 638

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जम्मू एवं कश्मीर क्षेत्र

1. रघुनाथ बाजार,
जम्मू-180 001
2. (जिला : उधमपुर),
माता वैष्णो देवी भवन-182 502,

3. (जिला उधमपुर),
कटरा-182 301,
4. मेन बाजार,
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5. पोली व्यू,
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पंजाब क्षेत्र

6. कैम्प कुतबी तंगल,
दशमेश नगर,
डाकघर : बटाला,
भुल्लर-143 505
7. ग्राम एवं डाकघर,
तहसील : सामाना,
(जिला : पटियाला),
भामना-147 101
8. लोहा मार्किट,
गोबिन्दगढ़ मण्डी-147 301
9. ग्राम एवं डाकघर,
तहसील : समाना,
(जिला : पटियाला),
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10. देखी-देवाला चौक,
(जिला : पटियाला),
नाभा-147 201

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11. कैम्प : मोगा,
जी.टी. रोड,
(जिला : फरीदकोट),
धल्लेके-142 001
12. कैम्प : निहाल सिंह बलबाला,
(जिला : फरीदकोट),
दीना
13. मेन रोड,
(जिला : पटियाला),
समाना-147 101
14. दी माल,
पटियाला-147 001
15. मट्टा बाजार,
(जिला : फरीदकोट),
कोट कपूरा-151 204
16. तहसील : मोगा,
(जिला : फरीदकोट),
दौधर-142 053
17. न्यू अनाज मण्डी,
सरहिन्द रोड,
पटियाला-147 001

18. मेन रोड,
(जिला : संगरूर),
भवार्नीगढ़-148 026
19. डाकघर : कान्हेके,
बाया : धनौला,
तहसील : बरनाला,
(जिला : संगरूर),
कान्हेके ग्राम-148 105

20. अनाज मण्डी,
(जिला : संगरूर),
लहरागागा ग्राम-148 031

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21. तहसील : मुक्तसर,
(जिला : फरीदकोट),
मराय तागा-152 025
22. ग्राम एवं डाकघर,
बाया ; अकालगढ़,
ब्लाक : लहरागागा,
(जिला : संगरूर),
णादीहेरी-148 033
23. लोहा बाजार,
(जिला : फरीदकोट),
मलौट-152 107
24. निकट रेलवे क्रामिन,
(जिला : फरीदकोट),
मुक्तसर-152 026
25. तहसील : मोगा,
(जिला : फरीदकोट),
पत्तो हीरा सिंह-142 046

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26. नाचन रोड बेनाचिटी,
(जिला : बर्दवान),
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27. ग्राम एवं डाकघर : पालिमग्राम,
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28. चौथी मंजिल, दिनेश हाल के पास,
चाणक्य, आश्रम रोड,
पो. ब्राक्स नं. 4142, नबरंगपुरा,
अहमदाबाद-380 009

ओरियंटल बैंक आफ कामर्स

प्रादेशिक कार्यालय

29. प्रादेशिक कार्यालय,
दी माल,
पटियाला-147 001

30. प्रादेशिक कार्यालय,
दूसरी एंड तीसरी मंजिल,
8/1, अब्दुल अजीज रोड,
डब्ल्यू.ई.ए., करोल बाग,
नई दिल्ली-110005

प्रादेशिक कार्यालय

31. 841, सैक्टर-13,
अरबन स्टेट,
करगाल (हरियाणा),
32. प्रादेशिक कार्यालय,
922-जी.टी. रोड,
जालंधर-144001

राजभाषा नियम 1976 के नियम 10(4) के अंतर्गत अधि-
सूचित की जाने वाली शाखाओं/कार्यालयों का नाम व पता :

अंचल कार्यालय दिल्ली

1. केनरा बैंक,
25, महिला कालोनी,
गांधीनगर,
दिल्ली-110 031
2. केनरा बैंक,
मयूर विहार फेज-II,
पाकेट ए, सीएस सेंटर,
दिल्ली-110 091
3. केनरा बैंक,
एयर फोर्स ग्रुप इन्स्योरेन्स,
मोनायटी बिल्डिंग,
सुश्रोतो पार्क,
नई दिल्ली-110 010

अंचल कार्यालय तिरुवनंतपुरम :

4. केनरा बैंक,
मुख्य रोड, वैतिरी,
वयनाड-673 576
5. केनरा बैंक,
मंडल कार्यालय,
देवस्वम बोर्ड बिल्डिंग, एम.जी. रोड,
तिरुवनंतपुरम
6. केनरा बैंक,
नेशनल हाईवे,
पी. बी. नं. 4,
हरिपाड-695 014
7. केनरा बैंक,
मुल्लक्कल,
अलेप्पी-688 010
8. केनरा बैंक,
पत्तियूर,
अत्तप्पुडा-690 572

9. केनरा बैंक,
आदिचनेल्लूर-691 573
कोल्लम
10. केनरा बैंक,
थिरुक्कडा,
पी बी नं. 125,
कोल्लम-691 001
11. केनरा बैंक,
कोल्लम कोट्टयम रोड,
तट्टामला,
तिरुवनंतपुरम-691 020
12. केनरा बैंक,
अरुमानूर,
पुनार पी ओ-695 525
13. केनरा बैंक,
चाला वाजार,
तिरुवनंतपुरम-695 023
14. केनरा बैंक,
कमुकिन्कोड
तिरुवनंतपुरम
15. केनरा बैंक,
परंतोड़,
तिरुवनंतपुरम
16. केनरा बैंक,
पी टी पी नगर,
तिरुवनंतपुरम-695 006
17. केनरा बैंक,
पुत्तवंता,
देवस्वम बोर्ड बिल्डिंग,
एम जी रोड,
तिरुवनंतपुरम-695 001
18. केनरा बैंक,
करेसी चेस्ट,
केनरा बैंक बिल्डिंग,
एम जी रोड,
तिरुवनंतपुरम-695 039
19. केनरा बैंक,
मुख्य शाखा,
के के रोड,
पी बी नं. 122,
कोट्टयम-686 001
20. केनरा बैंक,
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वास्तमंतलम,
तिरुवनंतपुरम-695 010
21. केनरा बैंक,
म. का एरणाकुलम,
कारक्काट्ट रोड,
कोच्चिन-681 010

22. केनरा बैंक,
भाटवे शाखा,
एण्णकुलम रोड,
एण्णकुलम, कोचिन-682 031
23. केनरा बैंक,
कोट्टुकुलम रोड,
कोचिन-682 002
24. केनरा बैंक,
पानंपिल्ली नगर,
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25. केनरा बैंक,
पक्कर,
एण्णक्करा-683 513
26. केनरा बैंक,
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27. केनरा बैंक,
पी बी 803, तोप्पुपडी,
कोचीन-682 005
28. केनरा बैंक,
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अरुणापुर पी ओ,
पाला-686 574
29. केनरा बैंक,
पी बी 13,
चंगनाचेरी- 686 101
30. केनरा बैंक,
मणरकाड, कोट्टयम
31. केनरा बैंक,
नट्टाण्णैरी, परंपुवा,
कोट्टयम-686 032
32. केनरा बैंक,
पी बी नं. 305,
टैम्पल रोड,
कोट्टयम-686 001
33. केनरा बैंक,
पी बी नं. 6, मुख्य रोड,
तोडुपुवा-665584
34. केनरा बैंक,
लेखा अनुभाग,
जेणायीस बिल्डिंग,
एम जी रोड, एण्णकुलम
35. केनरा बैंक,
मं. का पूतो पी ओ,
एम जी रोड,
त्रिचूर-680 004
36. केनरा बैंक,
अरुवूरमुजी,
वेट्टिलपारा पी ओ,
त्रिचूर-680 721
37. केनरा बैंक,
चेलक्करा
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38. केनरा बैंक,
चेरपुर,
तृशूर-680 561
39. केनरा बैंक,
मुख्य रोड, इरिजालकुडा,
तृशूर-680 121
40. केनरा बैंक,
कण्डाशान्कडू
पारीष प्रापिंग सेंटर,
तृशूर-680 613
41. केनरा बैंक,
मुलकुसत्तुकावु,
पी बी नं. 2,
किन्नलशूर पंचायत,
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42. केनरा बैंक,
वाडानप्पल्ली,
पी बी नं. 3,
तृशूर-680 614
43. केनरा बैंक,
पी बी नं. 1,
वडक्काचेरी,
तृशूर-680 582
44. केनरा बैंक,
पी बी 7, करेंसी चेस्ट,
ईस्ट नाडा, गुसवायूर-680 101
45. केनरा बैंक,
मंडल कार्यालय,
बिग बाजार, बी एम रोड,
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46. केनरा बैंक,
अगली,
कोट्टसरा,
पालक्काड-678586
47. केनरा बैंक,
आनक्करा,
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पालक्काड-679 551
48. केनरा बैंक,
चलवरा, पालक्काड-679 505

49. केनरा बैंक,
चिट्टालचेरी,
पालक्काड-678704
50. केनरा बैंक,
पारा, एलप्पुल्ली,
पालक्काड-678 622
51. केनरा बैंक,
एरुनियापंती पी ओ,
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52. केनरा बैंक,
कैरडी, नुडपाती,
पालक्काड-678 510
53. केनरा बैंक,
टी एस रोड, कल्पाती,
पालक्काड-678 003
54. केनरा बैंक,
विलयूर पी ओ,
करिगनाड,
पालक्काड-679309
55. केनरा बैंक,
मुख्य रोड, कोंगाड,
पालक्काड-678 631
56. केनरा बैंक,
कुमारनेल्लूर,
पालक्काड-678 631
57. केनरा बैंक,
मुलम्पुपा,
पालक्काड-678 651
58. केनरा बैंक,
मीनाक्षीपुरम, पोल्लाची रोड,
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59. केनरा बैंक,
मुक्काली, कल्कांडी,
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60. केनरा बैंक,
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61. केनरा बैंक,
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62. केनरा बैंक,
पी बी नं. 10, पट्टांशी-679 303
63. केनरा बैंक,
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64. केनरा बैंक,
सेकुडुपी, पालक्काड-678 671
65. केनरा बैंक,
त्रिन्नाला, मेलीन्ना त्रिन्डिंग,
पालक्काड-679 503
66. केनरा बैंक,
वेल्लिनेपी, कुलक्काड पी ओ,
पालक्काड-679 503
67. केनरा बैंक,
करैसी चेम्पट,
मुल्तानपेट, पालक्काड-678 001
68. केनरा बैंक,
मंडल कार्यालय, कोटक्कल रोड,
डाउन हिल, मलप्पुरम-676 505
69. केनरा बैंक,
मुख्य रोड, बी पी अंगाडी,
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70. केनरा बैंक,
एडक्करा सी एन जी रोड,
मलप्पुरम-679 331
71. केनरा बैंक,
चंगम, एड्याथ,
मलप्पुरम-679 576
72. केनरा बैंक,
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मलप्पुरम
73. केनरा बैंक,
मुख्य रोड, अपहिल,
मलप्पुरम-676 121
74. केनरा बैंक,
सेंट्रल बाजार,
मंजेरी, मलप्पुरम-676 121
75. केनरा बैंक,
परपिलपीडिका,
मलप्पुरम-676 317
76. केनरा बैंक,
परपुर, बंगरा पोस्ट,
मलप्पुरम
77. केनरा बैंक,
पेरित्तलमण्ण, पी बी नं. 15,
ऊट्टी रोड, मलप्पुरम-676 322
78. केनरा बैंक,
पेरंपडप्पु, मलप्पुरम-679 580
79. केनरा बैंक,
वलाचेरी, कुट्टिपुरम रोड,
मलप्पुरम
80. केनरा बैंक,
वेट्टिलपारा पी ओ,
मलप्पुरम-673 639

81. केनरा बैंक,
बण्णूर बुपारा बिल्डिंग,
मलप्पुरम-679 328
82. केनरा बैंक,
कुल्लुपुरम, मलप्पुरम
83. केनरा बैंक
करेंसी चेन्ट,
डाउन हिल,
मलप्पुरम-676 505
84. केनरा बैंक,
मंडल कार्यालय, केनरा बैंक बिल्डिंग
तलि, समूहम रोड,
कालिकट-673 701
85. केनरा बैंक,
मुख्य रोड, बडगरा,
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86. केनरा बैंक,
मुख्य रोड,
बासूशेरी-673 612
87. केनरा बैंक, चालप्पुरम, कालिकट-673 002
88. केनरा बैंक,
चेरुट्टी रोड, ग्रालिकट-673 001
89. केनरा बैंक,
शक घर के पास,
फोर्ट-673 631, कालिकट
90. केनरा बैंक,
पारतोयल बिल्डिंग,
मुक्कम, कालिकट-673 602
91. केनरा बैंक,
नादापुरम, मुख्य रोड,
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92. केनरा बैंक,
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93. केनरा बैंक,
रहात बिल्डिंग, धारकडव,
कालिकट-672 509
94. केनरा बैंक,
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95. केनरा बैंक,
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मुख्य रोड, कालिकट-673 305
96. केनरा बैंक,
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97. केनरा बैंक,
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कालिकट-673 513
98. केनरा बैंक,
पी बी 1703, वेन्लिमांडकुल,
कालिकट-673 012
99. केनरा बैंक,
वेस्ट हिल, पी बी 1006
कण्णूर रोड, कालिकट-673 011
100. केनरा बैंक,
चेलन्नूर उट्टुकुलम,
पालात पी ओ, कालिकट-672 611
101. केनरा बैंक,
मेलडी पी ओ, मेप्पयूर रोड,
कालिकट-673 522
102. केनरा बैंक,
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समूहम रोड, एरलापूरम,
कालिकट-673 002
103. केनरा बैंक,
लेखा अनुभाग, ||
श्रीपादम बिल्डिंग,
चेरुट्टी रोड, कालिकट-673 032
104. केनरा बैंक,
मंका साधू बिल्डिंग,
फोर्ट रोड, कण्णूर-670 001
105. केनरा बैंक,
हरिकूर मुख्य रोड,
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106. केनरा बैंक,
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कण्णूर-670 703
107. केनरा बैंक,
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मुपफिलंगाड, कण्णूर-670 662
108. केनरा बैंक,
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109. केनरा बैंक,
पप्पयूर, पी बी नं. 24,
मुख्य रोड, कण्णूर
110. केनरा बैंक,
साउथ बाजार, मुनवार काम्पलेक्स,
कण्णूर-670 002
111. केनरा बैंक,
पी बी नं. 2, तलशेरी-670 101

112. केनरा बैंक,
बैंक रोड, पी बी नं. 6,
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113. केनरा बैंक,
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मुख्य रोड, कासरगोड-670 326
114. केनरा बैंक,
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115. केनरा बैंक,
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116. केनरा बैंक,
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117. केनरा बैंक,
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118. केनरा बैंक,
मीनंगाडी, मुख्य रोड,
वयनाड-673 591
119. केनरा बैंक,
मुख्य रोड, वयनाड-670 721
120. केनरा बैंक,
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121. केनरा बैंक,
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- सम्वर्ड अंचल कार्यालय (उत्तर)
122. केनरा बैंक,
कलंबोली स्टील मार्केट याई,
काम्पलेक्स,
पहली मंजिल, हाथ नं. 3,
सेंट्रल फेमिलिटी बिल्डिंग कलंबोली,
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123. केनरा बैंक,
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जी एण्ड जी ए, मेक्टर 18,
अपसो एग्गिया, तुर्बो बाणी,
नई मुम्बई-400 705
124. केनरा बैंक,
स्थान एण्ड पोस्ट राजुरी-413 204
जामखेड तालूक,
अहमदनगर जिला
125. केनरा बैंक,
572, सदाशिव पेठ लक्ष्मी रोड,
पुणे-411 030
126. केनरा बैंक,
लेखा अनुभाग,
रेड क्रॉस बिल्डिंग, पोस्ट वाक्स नं. 214,
नं. 11, एम जी राड, नैगरी मंजिल,
कैप, पुणे-411 001
127. केनरा बैंक,
करेंसी चेस्ट,
महाराष्ट्र राज्य कृषि बिल्डिंग,
सेनापति बापट रोड,
पुणे-411 016
128. केनरा बैंक,
176, बेलबाग चौक,
बुधवार पेठ, कोथरुड,
पुणे-411 002
129. केनरा बैंक,
हलदी, ताल-कगाल,
कोल्हापुर जिला,
पिन-416 219
130. केनरा बैंक,
स्थान विसरुल, ता. पन्हाणा
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131. केनरा बैंक,
मंडल कार्यालय,
गुमान, रेमिडेन्सी रोड,
मदर बाजार, मंडल कार्यालय
नागपुर-400 001
132. केनरा बैंक,
पटेल मार्केट,
मिटी कोतवाली के सामने,
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133. केनरा बैंक,
1383, राठी कॉम्पलेक्स,
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134. केनरा बैंक,
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135. केनरा बैंक,
विमानजीनगर,
जिन्हापथ,
जलगांव-425 001

136. केनरा बैंक,
रेमिडेंसी रोड,
सदर बाजार,
तामपुर-440 001

137. केनरा बैंक,
मेवंतीकुंज,
मोराने पोस्ट (नकाने)
धुले-जिला

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अंचल कार्यालय, पटना

केनरा बैंक

138. केनरा बैंक,
झलक,
डाक केसगरिया,
जिला सिंहभूम,
(बिहार)

139. केनरा बैंक,
मुद्रा पेटी,
बिस्टुपुर,
जमशेदपुर-831 010
(बिहार)

140. केनरा बैंक
प्रखंड विकास कार्यालय,
भवन के निकट,
तांतनगर-833 021

141. केनरा बैंक,
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142. केनरा बैंक,
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143. केनरा बैंक,
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एच ई सी,
धुर्वा, रांची-834004
जिला रांची,
(बिहार)

144. केनरा बैंक
मेन रोड,
चक्रधरपुर-833 102
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(बिहार)

145. केनरा बैंक,
पुराना प्रखंड विकास,
कार्यालय भवन,
राजनगर-831 002
जिला सिंहभूम
(बिहार)

146. केनरा बैंक,
पोस्ट बेग नं. 75,
कतराम रोड,
धनबाद-826 001
जिला धनबाद
(बिहार)

147. केनरा बैंक,
3340-334, ग्राम भवन,
मेन रोड, सरायहेला-828 127,
जिला धनबाद,
(बिहार)

148. केनरा बैंक,
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149. केनरा बैंक,
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सदर बाजार,
चार्टबासा-833 201
जिला सिंहभूम
(बिहार)

150. केनरा बैंक,
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टैक्सो स्टैंड के पीछे,
मेन रोड, रांची-834 001
जिला रांची (बिहार)

151. केनरा बैंक,
मंडल कार्यालय,
कडक चार्ट पास रोड,
डाक-हीनू,
डारंडा, रांची-834 002
जिला रांची (बिहार)

152. केनरा बैंक,
छिट्टीमिट्टी,
पां. छिट्टीमिट्टी,
जिला सिंहभूम
अंचल कार्यालय बंबई (नगर)

153. केनरा बैंक,
अपोलो स्ट्रीट,
बी. एम. मार्ग,
बंबई-400 023

सिडिकेड बैंक

1. अशोक बिहार शाखा,
11, कम्युनिटी सेंटर,
दीप सिनेमा, अशोक बिहार
नई दिल्ली-110052

154. केनरा बैंक,
जी टी वी नगर,
फर्लेक रोड,
बंबई-400 037

2. सै. 4, आर. के. पुरम,
आई. डी. ए. बिल्डिंग,
(मुनिरका मार्किट के सामने),
सेक्टर 4, आर के पुरम,
नयी दिल्ली-110022

155. केनरा बैंक,
पोस्ट बा. सं. 3582,
श्रीकृष्णपंत निवास,
204, राजाराम मोहन राय रोड
गिरगांव (बंबई)

3. कश्मीरी गेट शाखा,
1377, प्रथम मंजिल,
कश्मीरी गेट,
दिल्ली-110006

156. केनरा बैंक,
मित्तल टावर, "सी" विंग,
नरीमन प्वाइंट,
बंबई-400 021

4. जनकपुरी शाखा,
सी-31, कम्युनिटी सेंटर,
जनक सिनेमा के पाम,
नयी दिल्ली-110058

157. केनरा बैंक,
सोमानी बिल्डिंग,
कफ परेड, कोलाबा,
बंबई-400 005

5. परिवहन भवन शाखा,
सिडिकेड बैंक,
1, संसद मार्ग,
नयी दिल्ली-110001

मेट्रो मंडल कार्यालय

आंचलिक कार्यालय, अहमदाबाद : नियम 10(4) के अन्तर्गत
अधिसूचित करने हेतु शाखाओं की सूची :

158. केनरा बैंक,
क्षेत्रीय कार्यालय,
श्री सिद्धिविनायक मंदिर के सामने,
प्रभादेवी,
बंबई-400 025

6. सिडिकेड बैंक,
कोटा शाखा,
68, पुरानी धान मंडी,
सरोवर सिनेमा रोड,
कोटा-324 006
(राजस्थान राज्य)

अंचल कार्यालय, चंडीगढ़

159. केनरा बैंक,
जी टी रोड,
फतेहाबाद-125 050
(हरियाणा)

7. सिडिकेड बैंक,
पालड़ी अहमदाबाद शाखा,
पो. बा. नं. 11001,
अहमदाबाद-380 006

160. केनरा बैंक
करेंसी चेस्ट,
खसरा नं. 5456
कम्पूपुरा रोड,
करनाल-132 001
(हरियाणा)

8. सिडिकेड बैंक,
खोखरा अहमदाबाद शाखा,
राव चैम्बर्स,
पहला तल,
हाटवेश्वर महादेव मंदिर के सामने,
अहमदाबाद-380 026

161. केनरा बैंक,
नं. 3 जानकी दास बिल्डिंग,
दि माल, शिमला-171 001
(हिमाचल प्रदेश)

9. सिडिकेड बैंक,
वीना शाखा,
गांव तथा डाकघर, वीना,
नड्डियाद तालुका,
जिला खेड़ा-387 555
(गुजरात राज्य)

10. सिडिकेट बैंक,
भुमेल शाखा,
भुमेल-387 370
भाया उत्तरांदा,
नडियाद तालुका,
जिला खेड़ा (गुजरात)
- राजभाषा नियम 10(4) के अन्तर्गत अधिसूचित की जाने वाली 2 शाखाओं के पूर्ण पते
11. सिडिकेट बैंक,
भरूच शाखा,
पंचफानस, पो. ब. नं. 53,
स्टेशन रोड,
भरूच-392 001
जिला भरूच (गुजरात राज्य)
तार—"पिन्मी"
दूरभाष कार्यालय—भरूच
12. सिडिकेट बैंक,
बेदी शाखा
राजकोट तालुका,
जिला राजकोट
(गुजरात राज्य)
13. सिडिकेट बैंक
बघावा,
पलवल तालुका,
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पिन-121 102
14. पटौदी (ग्रामीण),
तांगा स्टैंड के पास
पटौदी-123 503
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हरियाणा
15. 46, रेवाड़ी रोड,
नारनौल,
नारनौल तालुका,
जिला महेन्द्रगढ़-123 001
हरियाणा
- सिडिकेट बैंक
16. फिल्लौर
श्री दीलत राम खुल्लर,
गजरावाल ट्रस्ट बिल्डिंग,
सत्संग रोड,
जी टी रोड,
फिल्लौर-144 410
पंजाब राज्य
17. लुधियाना
क्लाक टॉवर के पास
पो. वा. नं. 201
लुधियाना-141 008
लुधियाना जिला,
पंजाब राज्य
18. पंचकुला,
हाउसिंग कॉम्प्लेक्स,
कोठी नं. 75, सी. 17
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हरियाणा राज्य
19. अशोक विहार,
11, कम्यूनिटी सेंटर,
दीप सिनेमा,
अशोक विहार,
नयी दिल्ली-110 052
20. आदमपुर दोआबा,
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जिला जालंधर,
पंजाब राज्य
21. रोहतक,
अज्जर रोड,
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जिला रोहतक,
हरियाणा राज्य
22. होशियारपुर,
अनूप बिल्डिंग,
रेलवे रोड,
क्लाक टॉवर के पास
होशियारपुर-146 001
जिला होशियारपुर,
पंजाब राज्य
- सिडिकेट बैंक
मंडल कार्यालय, भोपाल
23. इंदौर राजवाड़ा चौक शाखा
29/30, शिव विलास पैलेस,
राजवाड़ा चौक,
पोस्ट बॉक्स नं. 5,
इंदौर-452 004 (म०प्र०)
24. भरवेसी शाखा
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|---|---|
| <p>25. रतलाम शाखा
बुरहानी मार्केट,
60, नाहरपुरा,
माणिक चौक,
रतलाम-457 001 (म०प्र०)</p> <p>26. भिलाई शाखा,
मौर्य पब्लिकर कॉम्प्लेक्स,
जी०ई० रोड,
भिलाई-490 023
दुर्ग (म.प्र.)</p> <p>27. मंडल कार्यालय
पहला तल "शिखरवार्ता",
4, इन्दिरा प्रेस कॉम्प्लेक्स,
डाक पेटी सं. 30,
महाराणा प्रताप नगर,
भोपाल-462 011 (म०प्र०)</p> <p>28. सिडिकेट बैंक,
नवसारी शाखा,
नटराज सिनेमा के सामने,
स्टेशन रोड,
नवसारी-396445
जिला बलसाड़ (गुजरात)</p> <p>29. सिडिकेट बैंक,
नड़ियाद शाखा,
डी०नं० 1260
प्रभात सिनेमा एस्टेट,
पो०बा० नं० 41,
नड़ियाद-387 001
जिला खेड़ा (गुजरात)</p> <p>30. सिडिकेट बैंक,
आणंद शाखा,
टक्कर मार्केट,
सरदारगंज रोड,
आणंद-388 011
जिला खेड़ा (गुजरात)</p> <p>31. सिडिकेट बैंक,
भावनगर शाखा,
गैलेक्सी थियेटर परिसर,
पो०बा० नं० 140,
भावनगर-364 001 (गुजरात)</p> <p>32. सिडिकेट बैंक,
जूनागढ़ शाखा,
ए०जी रोड,
कासवा चौक,
जूनागढ़-362 001
(गुजरात)</p> | <p>अन्यथा बैंक</p> <p>राजभाषा नियम 1976 के नियम 10(4) के अन्तर्गत
अधिसूचित की जाने वाली शाखाओं/कार्यालयों का नाम व
पता</p> <ol style="list-style-type: none"> 1. ओडिपेट 2. कन्नवा रथोटा 3. कोरेटिगाड 4. विनुकोंडा 5. बेंकुटपुरम 6. पुराना गुंटूर 7. पट्टनम बाजार 8. पट्टाभिपुरम 9. अमरावती 10. विष्कलूरिपेट 11. गोरंटला 12. गुरजाला 13. ईपूर 14. काजा 15. मंगलगिरि 16. पिडंगु राल्ला 17. फिरंगिपुरम 18. राजपालम 19. रामिरेड्डी पेडा 20. ससनपल्ली 21. घानिकोंडा 22. थयाल्लूर 23. धुमरुकोटा 24. धे०का० गुंटूर <p>अन्यथा बैंक</p> <ol style="list-style-type: none"> 25. खड्गपुर 26. आसनसोल शाखा 27. दुर्गापुर शाखा 28. बालीगंज शाखा 29. श्रीरंगी शाखा 30. गुवाहाटी शाखा 31. बोरिवली 32. डोंबिवली 33. बड़ौदा 34. सूरत 35. मुलुंब 36. बेंबूर 37. बाशी 38. माहिम |
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राजभाषा नियम 10(4) के तहत अधिस्थित की जाने वाली
शाखाओं की सूची

एर्णाकुलम क्षेत्र

इंडियन ओवरसीज बैंक:

1. इंडियन ओवरसीज बैंक,
अटूर शाखा,
पहली मंजिल, सीजी बिल्डिंग,
एस नं. 544/17ए सेंट्रल अटूर,
पत्तनमतिट्टा जिला-691523 केरल
2. इंडियन ओवरसीज बैंक,
कण्णूर शाखा,
पोर्ट रोड,
कण्णूर-670001, केरल
3. इंडियन ओवरसीज बैंक,
चाव काड
V/4, 70ई, प्रथम तल,
कोहिनूर बिल्डिंग,
एनमाव रोड,
चावकाड-680 506
4. इंडियन ओवरसीज बैंक,
चेन्नीरकरा शाखा,
एनएमएस करयोगम बिल्डिंग,
मुट्टा तुकोणम, कुलनाडु (मार्ग)
चेन्नीरकरा-689517,
पत्तनमतिट्टा जिला, केरल
5. इंडियन ओवरसीज बैंक,
कंदनपेरुर शाखा,
1/11/166, तुण्डियल बिल्डिंग,
कंदनपेरुर, कुट्टानाडु
पत्तनमतिट्टा जिला, केरल
6. इंडियन ओवरसीज बैंक,
कांजी कोड शाखा,
जयेश कांजी कोड पश्चिम-678823
पानक्काडु जिला, केरल
7. इंडियन ओवरसीज बैंक,
केचेरी,
ए-1 निशाम बिल्डिंग,
गुरुवायूर रोड,
केचेरी-680501
त्रिचूर जिला, केरल
8. इंडियन ओवरसीज बैंक,
मरमोन,
मूलागिल बिल्डिंग,
मरमोन-689540
पत्तनमतिट्टा जिला, केरल
9. इंडियन ओवरसीज बैंक,
मुरियाड शाखा,
रम्या मुरियाड-680694
त्रिशूर जिला, केरल
10. इंडियन ओवरसीज बैंक,
पेरम्बाउर शाखा,
पी एम सी II/229ए, कालडी रोड,
पेरम्बाउर-683542, केरल
11. इंडियन ओवरसीज बैंक,
त्रिशूर शाखा,
कोल्लनूर देवरी बिल्डिंग,
पैलेस रोड, त्रिशूर-680020
केरल
12. इंडियन ओवरसीज बैंक,
वलंजवट्टम शाखा,
एन एस क्यू पंथा रिवर फैक्ट्री कैम्प,
वलंजवट्टम-689104
पत्तनमतिट्टा जिला, केरल
13. इंडियन ओवरसीज बैंक,
वेल्लंगल्लूर,
वार्ड नं 8/437,
वेल्लंगल्लूर-680662
त्रिशूर जिला, केरल
14. इंडियन ओवरसीज बैंक,
कदिरूर, मुबैदा बिल्डिंग,
2/279 सी मेन रोड,
कदिरूर-670 642
कण्णूर जिला, केरल
15. इंडियन ओवरसीज बैंक,
तिरुवल्ला,
सी ए एम बिल्डिंग,
एम सी रोड,
तिरुवल्ला-689101
पत्तनमतिट्टा जिला, केरल
16. इंडियन ओवरसीज बैंक,
अयिरूर-चेरु कोलपुपा,
336 एन एन एस यूनियन बिल्डिंग,
पी सी रोड, चेरु कोलपुपा
अयिरूर दक्षिण- पोल्ड-689611
17. इंडियन ओवरसीज बैंक,
कोच्चिन बिल्डिंग आईलैंड,
कैटगरी नं 4, 45-360(2),
तीसरी मेन रोड,
बिल्डिंग आईलैंड,
कोच्चिन-682003

तिरुवनंतपुरम क्षेत्र

18. इंडियन ओवरसीज बैंक,
अनुपारा शाखा,
एम एम एच बिल्डिंग, अनुपारा रोड,
अवनवन्तचेरी - 695103, आर्टिगान,
तिरुवनंतपुरम जिला, केरल
19. इंडियन ओवरसीज बैंक,
अयिरूर-वर्कला,
बिल्डिंग नं. 1 पी/1/509बी,
मिली अपार्टमेंट्स अयिरूर-वर्कला पोस्ट,
पिन-695310
20. इंडियन ओवरसीज बैंक,
चेंगन्नूर शाखा पूवातूर बिल्डिंग,
एम सी रोड, चेंगन्नूर-689121,
आलप्पुजा जिला, केरल
21. इंडियन ओवरसीज बैंक,
एणुकोण - 691 505,
कोल्लम जिला, केरल
22. इंडियन ओवरसीज बैंक,
करिगण्णूर शाखा,
पि एन पि बिल्डिंग,
करिगण्णूर - 691510
ओयूर, चयमंगलम ब्लॉक,
कोल्लम जिला, केरल
23. इंडियन ओवरसीज बैंक,
कुडसनाड शाखा
ओट्टिलि (वे) बिल्डिंग,
कुडसनाड-689 512,
आलप्पुजा जिला
24. इंडियन ओवरसीज बैंक,
सावैकुलप शाखा,
1/280 तुलसी निवास,
नारैकुलम-695 603
तिरुवनंतपुरम जिला
25. इंडियन ओवरसीज बैंक,
नीरेट्टुपुरम शाखा,
घर नं. 17, वार्ड नं. III,
श्री रंगम बिल्डिंग,
नीरेट्टुपुरम-689 671,
आलप्पुजा जिला
26. इंडियन ओवरसीज बैंक,
तेवन्नूर शाखा,
अम्बलमुक्कु,
ई पी 10/117, तेवन्नूर,
अयूर - 691 533
कोल्लम जिला
27. इंडियन ओवरसीज बैंक,
तिरुवनंतपुरम,
जी एच जंक्शन,
आंडूर बिल्डिंग,
जनरल हॉस्पिटल रोड,
तिरुवनंतपुरम-695 037
28. इंडियन ओवरसीज बैंक,
वडस्सेरीकोणम,
के एस बिल्डिंग,
पोस्ट आफिस के सामने,
वडस्सेरीकोणम-695 143,
तिरुवनंतपुरम जिला
29. इंडियन ओवरसीज बैंक,
वेटीक्काविला शाखा,
कैलाश भवन,
वेटीक्काविला - 691 538,
कोट्टारकरा,
कोल्लम जिला
30. इंडियन ओवरसीज बैंक,
वेट्टियूरकावू
3/497, अमृतम अग्निकरा रोड,
कच्चानी पोस्ट
वेट्टियूरकावू - 695 013
तिरुवनंतपुरम
31. इंडियन ओवरसीज बैंक,
ओलकेट्टियाम्बलम,
आलप्पुजा-690 510
केरल
32. इंडियन ओवरसीज बैंक,
मोटरु, पंचायत रोड,
मोटरु मंडल, कृष्णा जिला
मोटरु-521 323, आंध्र प्रदेश
33. इंडियन ओवरसीज बैंक,
पेद्द-अलवालपाडु श्री बी रोड,
पेद्द अलवालपाडु-523 111
पेद्दाचलपिल्ली मंडल,
प्रकाशम जिला, आंध्र प्रदेश
34. इंडियन ओवरसीज बैंक,
काप्परु, द.नं. 8-9,
काप्परु-522015, ए बी पालम मार्ग,
पेडरणीपाडू मंडल, गुण्टूर जिला,
आंध्र प्रदेश
35. इंडियन ओवरसीज बैंक,
अच्चुतपुरम, 3-83, मेन रोड,
अच्चुतपुरम - 531 011,
अच्चुतपुरम मंडल,
विशाखापटनम जिला,
आंध्र प्रदेश

36. इंडियन ओवरसीज बैंक,
ग्रनकपल्ली, 7-8-36 मेन रोड,
ग्रनकपल्ली-531 001,
विशाखापट्टनम जिला,
आन्ध्र प्रदेश
37. इंडियन ओवरसीज बैंक,
चेन्नूर, 3-78 मेन बाजार,
गंडूर मंडल, चेन्नूर-5244 08,
नेल्लूर जिला, आन्ध्र प्रदेश
38. इंडियन ओवरसीज बैंक,
विजयवाड़ा,
11-42-45, राम गोपाल स्ट्रीट,
विजयवाड़ा-520 001 कृष्णा जिला,
आन्ध्र प्रदेश
39. इंडियन ओवरसीज बैंक,
रिंग रोड (विजयवाड़ा)
40-9-27 रिंग रोड, निचला तल
टेल्को यार्ड के समीप,
वेन्ज सक्किल के पास,
विजयवाड़ा-620 008
आन्ध्र प्रदेश
40. इंडियन ओवरसीज बैंक,
गुण्टूर-ब्राडिपेट,
5-37-193/195 चौथा लेन,
ब्राडिपेट, गुण्टूर-522 002
गुण्टूर जिला, आन्ध्र प्रदेश
41. इंडियन ओवरसीज बैंक,
डोकिनवलसा,
हाउस नं. 3/16 व 17,
रेलवे स्टेशन के पास
ब्रडंगी मंडल, डोकिनवलसा,
रेलवे स्टेशन-532 578
विजयनगरम
42. इंडियन ओवरसीज बैंक,
नल्लपाडु, 2/105 मेन रोड,
नल्लपाडु, गुण्टूर-522 005
गुण्टूर जिला, आन्ध्र प्रदेश
43. इंडियन ओवरसीज बैंक,
पल्लमकुर्रू, एच एन 1-53,
पल्लमकुर्रू, -533 502
कट रेणीकोण्डा मंडल,
पूर्व गोदावरी जिला,
आन्ध्र प्रदेश
44. इंडियन ओवरसीज बैंक,
पेनुमर्ती, पेनुमर्ती गांव,
तम्मावरम पोस्ट (मार्ग)
काकिनाडा मंडल-533 005
पूर्व गोदावरी जिला,
आन्ध्र प्रदेश
45. इंडियन ओवरसीज बैंक,
पेरुमाली, 2/90, निचला तल,
पेरुमाली-532 140,
तेरलम मंडल,
विजयनगरम जिला,
आन्ध्र प्रदेश
46. इंडियन ओवरसीज बैंक,
रामपुरम, रामपुरम-531173,
(मार्ग) पेंडुर्ती, पेंडुर्ती मंडल,
विशाखापट्टनम जिला,
आन्ध्र प्रदेश
47. इंडियन ओवरसीज बैंक,
श्रीकाकुलम,
8-4-99 ग्राण्ड ट्रंक रोड,
श्रीकाकुलम-532 001,
आन्ध्र प्रदेश
48. इंडियन ओवरसीज बैंक,
वंटलमणिडी,
वंटलमणिडी-531 024,
पदेरु मंडल, विशाखापट्टनम जिला,
आन्ध्र प्रदेश
49. इंडियन ओवरसीज बैंक,
वेजेण्डला,
मकान संख्या 9-48,
झाकधर के सामने,
वेजेण्डला -522213,
चेन्नूरु मण्डलम
50. इंडियन ओवरसीज बैंक,
विजयवाड़ा,
11-42-45 राम गोपाल स्ट्रीट,
विजयवाड़ा-520001,
कृष्णा जिला, आन्ध्र प्रदेश
51. इंडियन ओवरसीज बैंक,
गवर्नरपेट—विजयवाड़ा,
23/67, कांग्रेस आफिस रोड,
गवर्नर पेट, विजयवाड़ा-520002
जिला कृष्णा, आन्ध्र प्रदेश

52. इंडियन ओवरसीज बैंक,
विशाखापट्टनम
47-15-12, स्टेशन रोड
टी एस आर काम्प्लेक्स के सामने
द्वारकानगर,
विशाखापट्टनम-530 016
आन्ध्र प्रदेश

यूनियन बैंक आफ इंडिया :

राजभाषा विभाग, केन्द्रीय कार्यालय :

राजभाषा नियम 10(4) में अधिसूचित संस्तुति
शाखाओं की सूची

क्षेत्रीय कार्यालय, एर्णाकुलम

1. आरकुषा शाखा,
मेन्टमेरी चर्च बिल्डिंग,
मुदाटटुपुषा पाँडप्पिली रोड,
आरकुषा—पोस्ट ऑफिस,
एर्णाकुलम जिला
2. इडा कोचीन शाखा,
22/342-ए 11, चक्कीनमट्टु भवन,
पब्ले मूलै, इडा कोचीन,
कोचीन-682 006
3. इलंजी शाखा,
V/135, कोचुपुरक्कल बिल्डिंग,
इलंजी,
एर्णाकुलम-686665
4. कडपीरिप्पु शाखा,
निकट—पंचायत ऑफिस,
कडपीरिप्पु,
एर्णाकुलम जिला
5. कण्णमाली शाखा,
कण्णमाली,
कोचीन-7
6. कुरुकुट्टी शाखा,
कुरुकुट्टी,
एर्णाकुलम जिला
7. नीलीश्वरम शाखा,
पो.आ. नीलीश्वरम,
बाया कालडी,
एर्णाकुलम जिला
8. पोन्नूरुननी शाखा,
पालारीवट्टम,
चोटिल्ला रोड,
तम्मनम जंक्शन,
कोचीन-682 019

9. पूत्रिका शाखा,
VIII/5,
पूत्रिका पंचायत बिल्डिंग,
पो.आ. पूत्रिका, बाया—पुत्तमकूज,
एर्णाकुलम-682 308

10. पोतानीकाड शाखा,
नेडुमचोलिल बिल्डिंग, पहली मंजिल,
पोतानीकाड,
एर्णाकुलम-686 671

क्षेत्रीय कार्यालय, भुवनेश्वर :

11. कदलीगढ़ शाखा,
स्थान/पोस्ट : कदलीगढ़
द्वारा : रेडाखोल,
जिला : संबलपुर-768 106,
उड़ीसा
12. कुंडेई गोला शाखा,
स्थान/पोस्ट : कुंडेई गोला,
बाया : रियाममाला,
जिला : संबलपुर-768 109
उड़ीसा

क्षेत्रीय कार्यालय, विशाखापट्टनम :

13. भीमावरम शाखा,
24-1-1, जे.पी. रोड,
होटल सरोवर काम्प्लेक्स,
भीमावरम पश्चिम गोदावरी,
आंध्र प्रदेश-534 202

क्षेत्रीय कार्यालय, इन्दौर :

14. विष्णु पुरी शाखा,
3, विष्णुपुरी,
आगरा-बम्बई मार्ग,
इन्दौर-452 001

क्षेत्रीय कार्यालय, रायपुर :

15. सिधिया नगर शाखा,
साविली कुटीर, 55 सिधियानगर
दुर्ग, जिला दुर्ग (म. प्र.)
16. समता कालोनी शाखा,
शिकारपुरी धर्मशाला के सामने,
205, समता कालोनी, रायपुर,
जिला रायपुर (म. प्र.)

क्षेत्रीय कार्यालय, भुवनेश्वर :

17. चन्द्रशेखरपुर शाखा,
सैनिक स्कूल के सामने,
पोस्ट : भुवनेश्वर-5,
उड़ीसा

18. जेपोर शाखा,
मुख्य सड़क, पोस्ट : जेपोर,
जिला : कोरापुट,
उड़ीसा-764 002

यूनियन बैंक आफ इंडिया :

19. डुमुरिया शाखा,
पोस्ट : डुमुरिया,
वाया : स्वमपट्टना,
जिला : केउल्लार
पिन : 758 030

क्षेत्रीय कार्यालय, बड़ौदा :

20. सेवा शाखा,
एम. जी. रोड, मांडवी,
बड़ौदा,
गुजरात

क्षेत्रीय कार्यालय, बैंगलूर :

21. राजाजीनगर II स्टेज शाखा,
एस-1761, प्रथम तल,
नवरंग सर्कल,
डी ब्लॉक,
राजाजीनगर II स्टेज,
बैंगलूर-560 010

क्षेत्रीय कार्यालय, गोरखपुर :

22. हनुमान प्रसाद पोद्दार स्मारक,
कैंसर अस्पताल शाखा,
पो. गीता वाटिका,
जिला : गोरखपुर (उ. प्र.)

क्षेत्रीय कार्यालय, रायपुर :

23. कोरबा शाखा,
102, ट्रान्सपोर्ट नगर,
कोरबा,
जिला : बिलासपुर (म. प्र.)
पिन : 495 679

यूनियन बैंक आफ इंडिया :

24. शास्त्री नगर शाखा,
एम. आई. जी. -61, 1
एम. एल. ए. क्वार्टर्स,
जवाहर चौक, खजाना परिसर,
टी. टी. नगर,
भोपाल-462 003

25. पवननगर शाखा,
पवननगर, सिडको,
नाशिक (महाराष्ट्र),
पिन कोड-422 009

26. पौड रोड शाखा,
सर्वे क्र. 88/4, प्लॉट क्र. 12,
पुष्पा अपार्टमेंट, गुजरात कॉलोनी,
वनास फैंक्टरी के पास, कोथरुड,
पुणे-411 029

27. उरण शाखा,
शॉप क्र. 12 और 13,
साई किरण अपार्टमेंट,
पुराने बस स्टैंड के सामने
उरण करंजा रोड, उरण,
जि. रायगड-410 702

28. सेवा शाखा पुणे,
619, साधापीर स्ट्रीट,
ओयासीस हॉटेल के सामने,
पुणे छावनी, पुणे-411 002 ;

29. 4-1-364/2, किशनकुंज,
हनुमान टेकड़ी,
हैदराबाद-500 001

30. सेवा शाखा, नागपुर,
365, मौलाना आजाद रोड,
गांधी नगर,
नागपुर-440 010

31. क्षेत्रीय कार्यालय,
सेक्टर 35-सी शाखा,
चंडीगढ़

32. गांव-डाकघर वोलतपुर,
जिला — कांगड़ा
हिमाचल प्रदेश

33. पारलाखेमुण्डी शाखा,
एसपीए शापिंग कॉम्प्लेक्स,
पुराना बस अड्डा,
पोस्ट : पारलाखेमुण्डी,
जिला — गजपति,
उड़ीसा-761 200

34. ग्राम व पोस्ट आ. बड़माल,
व्हाया : जुजुमुरा,
जिला : सम्बलपुर-768 105

35. कोठी नं. 80, सेक्टर-7,
पंचकूला जि. भ्रम्बाला,
पिन कोड—134 109

36. नवीन कृषि उपज मण्डी,
प्रांगण,
गंगापुर सिटी,
जिला—सवाई माधोपुर,
(राजस्थान)

37. रामगंज,
महेश भवन,
ब्यावर रोड,
अजमेर राजस्थान ।

38. न्यू आवास विकास शाखा,
01, आवास विकास मार्केट,
दिल्ली रोड,
सहारनपुर ।

यूनियन बैंक आफ इंडिया

39. टकसाल पिएटर बिल्डिंग,
तीसरी मंजिल,
नवसेर,
वाराणसी,
उत्तर प्रदेश - 221 002

40. 148, सिविल लाइन्स,
पोस्ट बाक्स नं. 13,
बरेली,
उत्तर प्रदेश - 243 001

41. क्षेत्रीय कार्यालय, रायपुर,
102 ट्रांसपोर्ट नगर,
कोरबा,
जिला — बिलासपुर (मध्य प्रदेश) ।

42. चडडा मार्केट,
बस स्टैंड के सामने, फगवाड़ा,
फगवाड़ा (जिला कपूरथला)

43. गुंटूर (मुख्य) शाखा,
24. 2. 1—आर. आग्रहारा,
हिंदु कालेज के पीछे,
जी. टी. रोड, गुंटूर (आंध्र प्रदेश)

44. पी. ओ. बेलादुर — 522 257,
रिप्ले, तालुका,
तेनाली आर एम एस द्वारा,
गुंटूर जिला (आंध्र प्रदेश)

45. गांधी रोड,
ग्रोंगोल - 523 001
प्रकासम जिला (आंध्र प्रदेश)

46. बिलाकातूरी पेठा — चिराला रोड,
पी. ओ. अन्नामभोटलवारीपालम - 523 124,
डोभर नं. 4 - 42 चिराला तहसील,
प्रकासम जिला — (आंध्र प्रदेश) ।

annexure, the staff where of have acquired the working knowledge of Hindi :—

Name of the bank	No. of Offices/Branches
1. State Bank of India	50
2. State Bank of Saurashtra	12
3. Bank of Maharashtra	15
4. Central Bank of India	65
5. State Bank of Hyderabad	41
6. Small Scale Industries Development Bank of India	02
7. Industrial Development Bank of India	01
8. State Bank of Travancore	76
9. Oriental Bank of Commerce	32
10. Canara Bank	161
11. Syndicate Bank	32
12. Andhra Bank	38
13. Indian Overseas Bank	52
14. Union Bank of India	46
	623

[F. No. 11016/2/94-Hindi]

K. SRINIVASAN, Jt. Secy.

List of the name of the branches

STATE BANK OF INDIA

1. I.C.D. Ludhiana.
2. Brahampuri, Ludhiana.
3. Dugri Road, Ludhiana.
4. Panjab Agricultural University (P.K.V.) Ludhiana.
5. Ladowal, Ludhiana.
6. Tagor Nagar, Ludhiana.
7. A.D.B., Machhiwada.
8. Gurudeo Nagar, Ludhiana.
9. Firozpur City.
10. Firozpur Chawani.
11. K.V.S. Firozpur.
12. Guruharsahai.
13. Abohar.
14. Khuikhera.
15. Aboon.
16. Fazilka.
17. Arniwala.
18. Khaboon.
19. Khyowali Dhab.
20. Amritsar Cantt.
21. Fugwada.
22. New Grain Market, Amritsar.
23. Air Cargo Complex, Amritsar.
24. Raipur.
25. Birpur, Distt. Dehradun.
26. Pattan Bazar, Distt. Dehradun.
27. Clament Town, Distt. Dehradun.
28. Saharanpur Road, Distt. Dehradun.
29. Raipur Road, Distt. Dehradun.
30. Kutcheri, Distt. Dehradun.
31. Indian Millitary Academy, Distt. Dehradun.
32. Defence Colony, Distt. Dehradun.

New Delhi, the 28th February, 1995

S.O. 690.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purposes of the Union) Rules 1976, the Central Government, hereby, notifies the listed Offices/Branches of the following banks in the attached

33. Landaaur Cantt., Distt. Dehradun.
34. I.I.P., Distt. Dehradun.
35. Kawali Road, Distt. Dehradun.
36. Jakhan, Distt. Dehradun.
37. New Tihari Township, Distt. Tihari.
38. Pauri Khal, Distt. Tehari.
39. Silka Khal, Distt. Tehari.
40. Pratap Nagar, Distt. Tehari.
41. Jakhand, Distt. Tehari.
42. Dugadda, Distt. Pauri.
43. Kulsari, Distt. Chamoli.
44. Bhiri, Distt. Chamoli.
45. Talwadi, Distt. Chamoli.
46. Ladoli, Distt. Chamoli.
47. Chopda, Distt. Chamoli.
48. Dudharkhal, Distt. Pauri.
49. Local Head Office,
State Bank of India.
50. Bhadra, Ahmedabad.
Local Head Office,
State Bank of India,
Chandigarh.

STATE BANK OF SAURASHTRA

1. Palanpur-Guru Nanak Chowk,
Palace Road,
Palanpur-585001.
Gujarat.
2. Nadiad,
Near Prabhat Talkies,
Dabhan Bhagol.
Post Box No. 1,
Dadiad-387001, (Gujarat).
3. Shadubhar,
Distt. Amrell-364432, (Gujarat).
4. Rajkot,
S.S.I. Branch,
Near Swaminarayan Gurukul,
Gondal Road,
Rajkot-360002.
5. Bilimora,
A-391, Mahadevnagar Road,
Bilimora-396321.
6. Nagpur,
Bhagvagar Bhavan,
1st Floor, Factory Road,
Central Avenue,
Nagpur-440018.
7. Bardoli,
A-1, A-2, Mehta Market,
Opp. Sardar Patel
Rastriya Smarak, Sardar Baug,
Station Road,
Bardoli-394601.
8. Ahmedabad-Kankaria,
31, Pushpa Kunj Society,
Kankaria,
Ahmedabad-380018.
9. Viramgam,
1st Floor,
J. K. Super Market,
Vithalbhai Patel Marg,
Viramgam-382150.
10. Nagnanvadar,
Via Songadh,
Nagnanvadar, (Gujarat).

UTTAR PRADESH

11. Ghaziabad,
5/C, Shastrinagar. Hapur Road,
Ghaziabad, (U.P.).

DELHI

12. Patparganj,
1st Floor, A-16,
Acharya Niketan,
Patparganj,
Near Mayur Vihar,
Phase-1,
New Delhi-110092.

BANK OF MAHARASHTRA

MADHYA PRADESH ZONE, BHOPAL

Bhopal Region

1. Khedi Saoligad Branch,
Bank of Maharashtra,
At & Post Khedi (Saoligad), Batul.

Jabalpur Region.

2. Gandai Branch,
Bank of Maharashtra,
At & Post Gandai, Tal. Khairgar,
Distt. Rajnandgaon-491888.
3. Palimeta Branch,
Bank of Maharashtra,
At & Post Palimeta,
Tal. Khairgar,
Distt. Rajnandgaon. Pin-491885.

PUNE ZONE

Pune City Region.

4. Masulkar Colony Branch,
Bank of Maharashtra,
Masulkar Tower Masulkar Colony,
Pimpri, Pune-411018.
5. Navi Peth Branch,
Bank of Maharashtra,
Plot No. 720/16,
'Yogchandra', LBS Marg,
104, Navi Peth, Pune-411030.
6. Hadapsar Branch,
Bank of Maharashtra,
Kanchanganga Arcade,
Near Dr. Karne's Hospital,
Pune-411028.
7. Yamunanagar Nigdi Branch,
Bank of Maharashtra,
Mutha Corner, Sector No. 21,
Plot No. 721, Yamunanagar,
Nigdi, Pune-411044.

BANK OF MAHARASHTRA

MARATHWADA ZONE, AURANGABAD

Solapur Region

8. Majarewadi Branch,
Bank of Maharashtra,
Markandeyanagarm, Near Kumtha,
Naka, Distt. Solapur-413003.
9. Twin Solapur Branch,
Bank of Maharashtra,
Near Shrikanthnagar Pharmacy,
College, Distt. Solapur.

Latur Region

10. Shirbhawi Branch,
Bank of Maharashtra,
At & Post Shirbhawi,
Tal. Sangola, Distt. Solapur.
11. Vivekanand College Branch,
Bank of Maharashtra,
Patil Bldg.,
Opp. Shahu Maharaj Statue,
Latur-413512.

SOUTH MAHARASHTRA ZONE, KOLHAPUR**Kolhapur Region**

12. Salokhenagar Branch,
Bank of Maharashtra,
150, "Anant Sagar",
Near Trimurti Mandir,
Kolhapur-416307.
13. Latur Regional Office,
Bank of Maharashtra,
28/77, Kirti Mension,
Gopsi Road, Adat Bazar,
Latur-413512.
14. Ahmednagar Regional Office,
Bank of Maharashtra,
"Gurukul", 2nd Floor,
Lal Taki Road,
Ahmednagar-414001.
15. Amravati Regional Office,
Bank of Maharashtra,
Opp. Atul Mangal Karyalaya,
Lahanuji Nagar,
Amravati-444606.

**BRANCHES TO BE NOTIFIED UNDER RULE 10(4) OF
OFFICIAL LANGUAGE RULES, 1976****CENTRAL BANK OF INDIA****Zone : Chandigarh (Punjab)**

1. 1. Laungowal,
Distt. Sangrur.
2. Machhiwara,
Distt. Ludhiana.
3. Otalon,
Distt. Ludhiana.
4. Bhatinda,
Distt. Bhatinda.

Zone : Agra.

5. Kannauj,
Distt. Farrukhabad.
6. Branch Nauganwa,
Distt. Etawah.
7. Vrindavan,
Distt. Mathura.

CENTRAL BANK OF INDIA**Zone : Calcutta (West Bengal)**

8. Kulgachia.
9. Prince Anwar Sah Road.
10. Subhashgram.
11. Raghunathpur.
12. Sangrampur.
13. Pratap Aditya Road.
14. Salkiya.
15. Paik Para.
16. Kharibari.
17. Chouberia.
18. Ramnathpur.
19. Nuisarai.
20. Mahanad Nagar Para
21. Makhampur.
22. Ramnagar.
23. Rajhaat Bazar.
24. Baghmor.
25. Jeevanpur Bazar.
26. Puruliya.
27. Bankuda.

28. Balrampur.
29. Chatna.
30. Mednipur.
31. Rampur Haat.
32. Lalgola.
33. Suri.
34. Bahrampur.
35. Haldiya.
36. Puranawolmala.
37. Padhanshahi.
38. V.G.P. Nagar.
39. Naya Chowk.
40. Katak.
41. Nedalpur.
42. Pirbazar.
43. Sambalpur.
44. Radarkela.
45. Sanvadgopalpur.
46. Algam.
47. Virivati.
48. Steel Tadan.
49. Vistra.
50. Faljhar.
51. Panimora.
52. Brahmpal.
53. Khandal.
54. Suguda.
55. Zonal Office, Ahmedabad.

CENTRAL BANK OF INDIA.**Zone : Hyderabad (Andhra Pradesh)**

56. Tenali.
57. Vijaynagaram.
58. Kanchikacherla.
59. Mailavaram.
60. Ganginaini.
61. V. Kondooru.
62. Lakshmipuram.
63. Guntur.
64. Gadag.
65. Angsnoor.

STATE BANK OF HYDERABAD.

The List of branches/Office to be notified under Section 10(4)
of Official Language Rules, 1976.

Region 'A'

1. State Bank of Hyderabad,
Narasimapur Branch,
Gudgaon District (Haryana State)
PIN-122001.
2. State Bank of Hyderabad,
Service Branch (Delhi),
Suryakiran, 19, K. G. Marg,
New Delhi-110001.
3. State Bank of Hyderabad,
Jaipur Branch,
Chandan Mahal, 1st Floor,
S. M. S. High-Way,
Choura Road,
Jaipur-302003.

Region 'B'

4. State Bank of Hyderabad,
Service Branch, (Bombay),
Port Region, Bombay-23.
5. State Bank of Hyderabad,
Ashram Road Branch,
Nagindas Chambers,
Osmanpura, Ahmedabad-14.
6. State Bank of Hyderabad,
Regional Office, Region-4,
Ashok Mahal, 1st Floor,
1204, Thudak, Colaba,
Bombay-400039.

STATE BANK OF HYDERABAD

7. State Bank of Hyderabad,
Sakhra Branch,
Hingoli Taluka,
Parbhani District Sakhra.
8. State Bank of Hyderabad,
Dhanegaon Camp Branch,
Kaij Taluka, Beed-431518.
9. State Bank of Hyderabad,
Tajthan Branch,
Ashti Taluka,
Beed-414203.
10. State Bank of Hyderabad,
Heerapur Branch,
Goshai Taluka,
Beed-431127.
11. State Bank of Hyderabad,
Nerli Branch,
Nanded-431602.
12. State Bank of Hyderabad,
Sonekhed Branch,
Nanded-431725.
13. State Bank of Hyderabad,
Sarkhani Branch,
Kinwat Taluka,
Nanded.
14. State Bank of Hyderabad,
Matul Branch,
Bhoker Taluka,
Nanded.
15. State Bank of Hyderabad,
Gojegaon Branch,
Nanded-431718.
16. State Bank of Hyderabad,
Bhopal Branch,
Bhopal-462001.
17. State Bank of Hyderabad,
Malad Branch,
Bombay-400064.
18. State Bank of Hyderabad,
Kothrud Branch,
Pune.

Region 'C'

19. State Bank of Hyderabad,
Zonal Office,
Varakantham Complex,
3-4-419 to 421,
Kachiguda X Roads,
Hyderabad-500027.
20. State Bank of Hyderabad,
Region-I, Varakantham Complex,
4-3-419 to 421,
Kachiguda X Roads,
Hyderabad-500027.
21. State Bank of Hyderabad,
Regional Office, Region-3,
Varakantham Complex,
3-4-419 to 421,
Kachiguda X Roads,
Hyderabad-500027.

22. State Bank of Hyderabad,
Regional Office, Region-2,
Nizamabad.
23. State Bank of Hyderabad,
Dilsukhnagar Branch,
16-11-771/3,
Moosarambagh,
Hyderabad-36.
24. State Bank of Hyderabad,
Sultan Bazar Branch,
Bank Street, Hyderabad-1.
25. State Bank of Hyderabad,
Gruhakalpa Branch,
A.P. Housing Board Bldg.,
Mukharamjahi Road,
Hyderabad-500001.
26. State Bank of Hyderabad,
APSRTC Branch,
RTC X Roads,
Hyderabad-500020.
27. State Bank of Hyderabad,
Nallakunta Branch,
2-1-488/1,
Hyderabad-500024.
28. State Bank of Hyderabad,
Secretariat Branch,
A.P. Secretariat Bldg.,
Hyderabad-500022.
29. State Bank of Hyderabad,
Bheemgal Branch,
Armoor Mandal, Nizamabad-503307.
30. State Bank of Hyderabad,
Kamareddy Branch,
Nizamabad-503111.
31. State Bank of Hyderabad,
Subhashnagar Branch,
Nizamabad-503001.
32. State Bank of Hyderabad,
Mahaboobnagar Branch (Main),
Mahaboobnagar-509001.
33. State Bank of Hyderabad,
A.D.B. Mahaboobnagar Branch,
1-7-57/6,
New Gauge Road,
Police Head Quarters (Opp.),
Mahaboobnagar-509001.
34. State Bank of Hyderabad,
Rashtrapati Road Branch,
1-1-72 to 75,
Secunderabad-500003.
35. State Bank of Hyderabad,
Himmatnagar Branch,
Secunderabad-500025.
36. State Bank of Hyderabad,
Regional Office, Region-II,
Raghavaratna Towers, North Block,
Zonal Office, Secunderabad,
Hyderabad.
37. State Bank of Hyderabad,
Ramchandrapuram Branch,
Bharat Heavy Electricals Complex,
Secunderabad-500032.
38. State Bank of Hyderabad,
Mancheriyal Branch,
Adilabad District,
Pin-504208.
39. State Bank of Hyderabad,
Kothagudem Branch,
Khammam District,
Pin-507101.
40. State Bank of Hyderabad,
Ramgundam Branch,
Karimnagar District-505208.
41. State Bank of Hyderabad,
General Bazar Branch,
Secunderabad-500003.

INDUSTRIES DEVELOPMENT BANK OF INDIA

NOTIFICATION OF THE NAME OF OFFICES UNDER
OFFICIAL LANGUAGE RULE 10(4)

1. Small Industries Development,
Bank of India,
Jeevan Jyoti, Lala Lajpat Rai Chowk,
The Mall, Post Box No. 58,
Shimla-171001.
2. Small Industries Development,
Bank of India,
Neptune Towers, 2nd Floor, P.B. No. 22
Near Nehru Bridge, Ashram Road.
Ahmedabad-380009.

INDUSTRIAL DEVELOPMENT BANK OF INDIA

1. Industrial Development,
Bank of India,
6, Malviya Nagar,
Infront of Raj Bhavan.
Bhopal-462003.

STATE BANK OF TRAVANCORE

1. State Bank of Travancore,
Lucknow Branch,
Kapoorthala Complex,
Sector F, Aliganj,
Lucknow-226020, U.P.
2. State Bank of Travancore,
Sarojini Nagar, New Delhi Branch,
P.B. No. 4832,
Sarojini Nagar P.O.,
New Delhi-110023.
3. State Bank of Travancore,
R. K. Puram, New Delhi Branch,
P.B. No. 4,
Ramakrishnapuram Main P.O.,
New Delhi-110066.
4. State Bank of Travancore,
Rohini Commercial Complex, New Delhi Branch,
P.B. No. 10005, Delhi-110085.
5. State Bank of Travancore,
Maruthi Udyog Branch,
Gurgaon, Palan Gurgaon Road
Haryana-122015.
6. State Bank of Travancore,
Jaipur M. I. Road Branch,
Jaipur P.O.,
Rajasthan-302001.
7. State Bank of Travancore,
Swaroop Nagar, Kanpur Branch,
1st Floor, Nadri Market,
No. 113/166, Swaroop Nagar-208007,
U.P.
8. State Bank of Travancore,
Bhopal (Area Colbny) Branch
P.B. No. 39,
Ravisankar Nagar, P.O.
Madhya Pradesh-462016.
9. State Bank of Travancore,
Bombay Main Branch,
P.B. No. 1005,
Fort, Maharashtra-400023.
10. State Bank of Travancore,
Bombay Service Branch,
125, M. G. Road, Fort,
Maharashtra-400023.
11. State Bank of Travancore,
Bombay Mulund East Branch,
Aakamsha, 90, D. P. Road,
Mulund East P.O.-400081,
Bombay, Maharashtra.
12. State Bank of Travancore,
Bombay Mulund West Branch,
P.B. No. 7789, 7798,
Mulund West P.O.-400080,
Bombay,
Maharashtra.
13. Nagpur Branch,
P.B. No. 13,
Nagpur City P.O.,
Maharashtra-440012.
14. Nagpur Congress Nagpur Branch,
P.B. No. 211, Patvardhan Ground P.O.,
Maharashtra-411004.
15. Pune Branch,
P.B. No. 872,
Deccan Gymkhana P.O.,
Maharashtra-411004.
16. Kottayam Main Branch,
P.B. No. 19,
Kottayam-686001,
Kottayam,
Kerala.
17. Kozhenchery Branch,
P.B. No. 1,
Kozhenchery,
Pathanamthitta-686641,
Pathanamthitta, Kerala.
18. Kumbanad Branch,
P.B. No. 1,
Kumbanad,
Pathanamthitta-689547,
Kerala.
19. Pathanamthitta Branch,
P.B. No. 3,
Pathanamthitta-689645,
Kerala.
20. Thiruvalla Branch,
P.B. No. 3, Pathanamthitta,
Thiruvalla-689101,
Kerala.
21. Chamampathal (Vazhur) Branch,
P.B. No. 1,
Chamampathal-686517,
Kottayam, Kerala.
22. Changanachery S. B. College Branch,
P.B. No. 11,
Changanachery-686101,
Kottayam, Kerala.
23. Chenglam Branch,
P.B. No. 1,
Chenglam-686585,
Kottayam, Kerala.
24. Edayarikkapuzha Branch,
C. G. S. Buildings,
Kangazha P.O.,
Kottayam-686541,
Kottayam, Kerala.
25. Elanoulam Branch,
P.B. No. 1,
Koorali P.O.,
Kottayam-686522,
Kerala.
26. Kalaketty Branch,
P.B. No. 1,
Kalaketty P.O.-686508,
Kottayam, Kerala.

27. Kanjirappally Branch,
P.B. No. 1,
Kanjirappally-686507,
Kottayam, Kerala.
28. Kudakkachira Branch,
P.B. No. 1,
Marangattuppally-686635,
Kottayam, Kerala.
29. Kurichy Branch,
P.B. No. 1,
Neelampoor-686534,
Kottayam, Kerala.
30. Meenadom Branch,
P.B. No. 1,
Meenadom-686516,
Kottayam, Kerala.
31. Melukavumattom Branch,
P. B. No. 1,
Melukavumattom,
Kottayam, Kerala.
32. Payipad Branch,
P.B. No. 1,
Pallikkachira Kavala,
P.O.-686537,
Kottayam, Kerala.
33. Pala Branch,
P.B. No. 6,
Pala P.O.-686575,
Kottayam, Kerala.
34. Arumanoor Branch,
P.B. No. 1,
Arumanoor P.O.-686568
Kottayam, Kerala.
35. Aymanam Branch,
P.B. No. 1,
Aymanam P. O. 686015,
Kottayam, Kerala.
36. Chakkampuzha Branch,
Champanikkal Buildings,
Chakkampuzha P. O. 686574,
Kottayam, Kerala.
37. Chingavanam Branch,
P.B. No. 1,
Chingavanam P.O. 686531,
Kottayam, Kerala.
38. C. M. S. College Branch,
P.B. No. 293,
Kottayam P.O.-686001-
Kottayam, Kerala.
39. Kaduthuruthy A.D.B.,
P.B. No. 1,
Kaduthuruthy P.O.-686604,
Kottayam, Kerala.
40. Kaduthuruthy, Main Branch,
P.B. No. 2,
Kaduthuruthy P.O.-686604,
Kottayam, Kerala.
41. Karipputhattu Branch,
P.B. No. 1,
Appookkara P.O.-686008,
Kottayam, Kerala.
42. Koodalloor Branch,
P.B. No. 1,
Koodalloor P.O.-686595,
Kottayam, Kerala.
43. Kothanalloor Branch,
P.B. No. 1,
Kothanalloor P.O.-686632,
Kottayam, Kerala.
44. Kozha Branch,
P.B. No. 1,
Kozha P.O.-686640,
Kottayam, Kerala.
45. Kulasckharamangalam Branch,
P.B. No. 1,
Kulasckharamangalam P.O.-686608,
Kottayam, Kerala.
46. Marangattuppally Branch,
P.B. No. 1,
Marangattuppally P.O.-686635,
Kottayam, Kerala.
47. Adoor Branch,
P.B. No. 51,
Adoor P.O.-691523,
Pathanamthitta,
Kerala.
48. Enathu Branch,
P.B. No. 1,
Enathu P.O.-691526,
Pathanamthitta,
Kerala.
49. Kadampanadu Branch,
P.B. No. 1,
Kadampanadu South P.O.-691553,
Pathanamthitta,
Kerala.
50. Kalleli Branch,
Arkarakala Buildings,
Kalleli P.O.-689691,
Pathanamthitta,
Kerala.
51. Kalloppara Branch,
P.B. No. 1,
Kadamankulam P.O.-689603,
Pathanamthitta,
Kerala.
52. Karakkal Branch,
P.B. No. 1
Karakkal P.O.-689108,
Pathanamthitta,
Kerala.
53. Kattode Branch,
P.B. No. 1,
Manjadi Junction P.O.-689105,
Pathanamthitta,
Kerala.
54. Kaviyoor Branch,
P.B. No. 1,
Kaviyoor P.O.-689582,
Pathanamthitta,
Kerala.

61. Pazhangad Branch,
Thuruthummel Bldg., Ward No 4,
Kumbalangi South P.O. Kochi,
Ernakulam Dist.,
Kerala-682007.
62. Mullaringad Branch,
Mullaringad, P.O.,
Idukki Dist. Kerala-685582.
63. Thekkumbhagam Branch,
St. George Church Bldgs.,
Thekkumbhagam-P.O.,
Idukki Dist.,
Kerala-685585.
64. Kainakari Branch,
P.B. No. 1, K.P. IV|148,
Thevaroad Bldgs.,
Kainakari P.O.,
Alappuzha Dist.,
Kerala-688501.
65. Avalookunnu Branch,
P.B. No. 2041, Karthika,
Avalookunnu P.O.,
Alappuzha Dist.,
Kerala-688006.
66. Oilar Branch,
P.B. No. 1,
Panchayat Bldgs.,
Odur P.O.
Thrissur Dist.,
Kerala-680306.
67. Guruvayur Branch,
P.B. No. 4,
Guruvayur Dist.,
Kerala-680101.
68. Vadakara Branch,
P.B. No. 6,
Kalingal Bldgs.,
Vadakara P.O.,
Kozhikode Dist.,
Kerala-673101.
69. Kanpur (Main) Branch,
P.B. No. 1,
Kanpur P.O.,
Kannur Dist.,
Kerala-670001.
70. Thalassery Branch,
P.B. No. 55,
Door No. 13|389,
Mossa Road,
Thalassery P.O.,
Kannur Dist.,
Kerala-670101.
71. Kasargode Branch,
P.B. No. 27,
Mansoor Mansion,
XII|261, Kasargode P.O.,
Kasargode Dist.,
Kerala-670121.

72. Puthiyara Branch,
P.B. No. 197,
Meyon Buildings,
Jail Road,
Puthiyara P.O.,
Kozhikode Dist.,
Kerala-673004.
73. Palayam-Kozhikode Branch,
P.B. No. 532,
White Lines,
Chalapuram P.O.,
Kozhikode Dist.,
Kerala-673002.
74. Chalissery Branch,
P.B. No. 1,
Salamath Buildings,
Chalissery Dist.,
Kerala-679536.
75. Malappuram Branch,
P.B. No. 1,
Malappuram Down Hill P.O.
Malappuram Dist.,
Kerala-676519.
76. Karipoor Branch,
(Calicut Air Port),
Kondotty P.O.,
Malappuram Dist.,
Kerala-679638.

ORIENTAL BANK OF COMMERCE

Jammu & Kashmir, Region

1. Raghunath Bazar,
Jammu-180001.
2. (Dist. Udhampur),
Mata Vaishno Devi Bhawan-182502.
3. (Dist. Udhampur),
Katra-182301.
4. Main Bazar,
Udhampur-182101.
5. Polo View,
Residency Road,
Shrinagar-190001.

Punjab Region,

6. Camped at Kutbi Nangal,
Dashmesh Nagar,
P.O. Batala,
Bhuliar-143505.
7. Vill. & P.O.
Teh. : Samana,
(Dist. Patiala).
Bhamana-147101.
8. Loha Market,
Gobindgarh Mandi-147301.

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| <p>9. Vill. & P.O.,
Teh. : Samana,
(Dist. Patiala),
Kakrala-147102.</p> <p>10. Devi-Dewala Chowk,
(Dist. Patiala),
Nablia-147201.</p> <p>11. Camped At : Moga,
G. T. Road,
(Dist. Faridkot),
Dhallelke-142001.</p> <p>12. Camped at Nihal Singh Wala,
Dist. Faridkot,
Dina.</p> <p>13. Main Road,
(Dist. Patiala),
Samana-147101.</p> <p>14. The Mall
Patiala-147001.</p> <p>15. Satta Bazar.
(Dist. Faridkot),
Kot Kapura-151204.</p> <p>16. Teh : Moga,
(Dist. Faridkot),
Daudhar-142053</p> <p>17. New Anaj Mandi.
Sirhind Road,
Patiala-147001.</p> <p>18. Main Road,
(Dist. Sangrur),
Bhawani Garh-148026.</p> <p>19. P.O. Kaleke,
Via-Dhanaula,
Teh. : Barnala,
(Dist. Sangrur),
Village Kaleke-148105.</p> <p>20. Anaj Mandi.
(Dist. Sangrur),
Lehragaga Village-148031.</p> <p>21. Teh. Muktsar,
(Dist. Faridkot),
Sarai Naga-152025.</p> <p>22. Vill. & P.O.,
Via Akalgarh,
Block Lehragaga,
(Dist. Sangrur),
Shadiheri-148033.</p> <p>23. Luha Bazar,
(Dist. Faridkot),
Malout-152107.</p> <p>24. Near Railway Crossing,
(Dist. Faridkot),
Muktsar-152026.</p> | <p>25. Teh. Moga,
(Dist. Faridkot),
Patto Hira Singh-142046.</p> <p>West Bengal Region.</p> <p>26. Nachan Road 'Benachity',
(Dist. Burdwan),
Durgapur-713213.</p> <p>27. Vill. & P.O. Palishgram,
(Dist. Burdwan),
Palishgram-713147.</p> <p>Regional Office,</p> <p>28. Regional Office,
4th Floor, Near Dinesh Hall,
Chankya, Ashram Road,
P. Box No. 4142, Navrang Pura,
Ahmedabad-380009.</p> <p>29. Regional Office,
The Mall,
Patiala-147001.</p> <p>30. Regional Office,
II & III Floors,
8/1, Abdul Aziz Road,
W.E.F., Karol Bagh,
New Delhi-110005.</p> <p>31. Regional Office,
841, Sector-13,
Urban State,
Karnal (Haryana).</p> <p>32. Regional Office,
922, G. T. Road,
Jalandhar-144001.</p> <p>The name and Address of the branches/offices
to be notified under Rule 10(4) of Official
Language Rules, 1976.</p> <p>CIRCLE OFFICE DELHI</p> <p>1. Canara Bank,
25, Mahila Colony,
Gandhi Nagar,
Delhi-110031.</p> <p>2. Canara Bank,
Mayur Vihar, Phase-II,
Pocket A, CS Centre,
Delhi-110091.</p> <p>3. Canara Bank,
Air Force Group Insurance,
Society Building,
Subroto Park,
New Delhi-110010.</p> <p>CIRCLE OFFICE TRIVENDRUM.</p> <p>4. Canara Bank,
Main Road, Vythiri,
Wynad-673576.</p> |
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| 5. Canara Bank,
Divisional Office,
Devaswom Board Building,
M. G. Road,
Trivandrum. | 20. Canara Bank,
P.B. No. 2201,
Sasthamangalam,
Trivandrum-695010. |
| 6. Canara Bank,
National High Way,
P.B. No. 4,
Haripad-695014. | 21. Canara Bank,
D.O. Ernakulam,
Karakkatta Road,
Cochin-682016. |
| 7. Canara Bank,
Muliakkal,
Alleppey-688010. | 22. Canara Bank,
Broadway Branch,
Sharmugham Road,
Ernakulam, Cochin-682031. |
| 8. Canara Bank,
Pathiyoor,
Alleppey-690572. | 23. Canara Bank,
Kuttukulam Road,
Cochin-682002. |
| 9. Canara Bank,
Adichanalloor-691573.
Quilon. | 24. Canara Bank,
Panampilly Nagar,
Ernakulam-682016. |
| 10. Canara Bank,
Chinnakkada,
P.B. No. 125,
Quilon-691001. | 25. Canara Bank,
Parur,
Exhikara-683513. |
| 11. Canara Bank,
Quilon Kottayam Road,
Thattamala,
Trivandrum-691020. | 26. Canara Bank,
Kandakkot Building,
Ramamangalam,
Ernakulam-686633. |
| 12. Canara Bank,
Arumanoor,
Poovar P.O. 695535. | 27. Canara Bank,
P.B. No. 803, Thoppumpady,
Cochin-682005. |
| 13. Canara Bank,
Chala Bazar,
Trivandrum-695023. | 28. Canara Bank,
P.B. No. 1,
Arunapuram P.O.
Palai-686574. |
| 14. Canara Bank,
Kamukunkode,
Trivandrum. | 29. Canara Bank,
P.B. No. 13,
Changanacherry-686101. |
| 15. Canara Bank,
Parandode,
Trivandrum. | 30. Canara Bank,
Mannarcaud Kottayam, |
| 16. Canara Bank,
PTP Nagar,
Trivandrum-605006. | 31. Canara Bank,
Nattassery Parampuzha,
Kottayam-686032. |
| 17. Canara Bank,
Puttanchanta,
Devaswam Board Building,
M.G. Road,
Trivandrum-695001. | 32. Canara Bank,
P.B. No. 305,
Temple Road,
Kottayam-686001. |
| 18. Canara Bank,
Currency Chest,
Canara Bank Building,
Trivandrum-695039. | 33. Canara Bank,
P.B. No. 6,
Main Road,
Thodupuzha-685584. |
| 19. Canara Bank,
Main Bazar,
K.K. Road,
P.B. No. 122.
Kottayam-686001. | 34. Canara Bank,
Accounts Section,
Shenoy's Building,
M.G. Road,
Ernakulam. |

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| 35. Canara Bank,
D.O. Puthol P.O.,
M.G. Road,
Trichur-680004. | 49. Canara Bank,
Chittalanchery,
Palghat-678704. |
| 36. Canara Bank,
Arurmazy,
Vettilapara P.O.,
Trichur-680721. | 50. Canara Bank,
Para Elapully,
Palghat-678622. |
| 37. Canara Bank,
Cehlakara,
Main Road,
Trichur-680586. | 51. Canara Bank,
Erathianpathy P.O.,
Palghat-678555. |
| 38. Canara Bank,
Cherapur,
Trichur. | 52. Canara Bank,
Kerady Nadupathy,
Palghat-678510. |
| 39. Canara Bank,
Main Road,
Irinjalakuda,
Trichur-680621. | 53. Canara Bank,
T.S. Road,
Kalpatty,
Palghat-678003. |
| 40. Canara Bank,
Kandassankadavlu,
Parish Shopping Centre,
Trichur-680613. | 54. Canara Bank,
Vilayur P.O.,
Karinganad,
Palghat-679309. |
| 41. Canara Bank,
Mulankunnathukavu,
P.B. No. 2,
Killannur Panchayat,
Trichur-680581. | 55. Canara Bank,
Main Road,
Kongad,
Palghat-678309. |
| 42. Canara Bank,
Vadanapally,
P.B. No. 3,
Trichur-680614. | 56. Canara Bank,
Kumara Nellur,
Palghat-678631. |
| 43. Canara Bank,
P.B. No. 1,
Wadakkancherry,
Trichur-680582. | 57. Canara Bank,
Mulampuzha,
Palghat-678651. |
| 44. Canara Bank,
P.B. No. 7,
Currency Chest,
East Nada,
Guruvayur-680101. | 58. Canara Bank,
Meenakshipuram,
Poliachi Road,
Palghat-678533. |
| 45. Canara Bank,
Divisional Office,
G. Big Bazar,
B.S. Road,
Palghat. | 59. Canara Bank,
Mukkali,
Kalkardi,
Palghat-678582. |
| 46. Canara Bank,
Agali,
Kottathara,
Palghat-678586. | 60. Canara Bank,
Mungilmada,
Vannamada Junction,
Palghat-678555. |
| 47. Canara Bank,
Anakkara,
Ashoka Building,
Palghat-679551. | 61. Canara Bank,
Ottapalam,
T.B. Road,
Palghat-670101. |
| 48. Canara Bank,
Chalavara,
Palghat-679505 | 62. Canara Bank,
P.B. No. 10,
Pattambi-679303. |
| | 63. Canara Bank,
Sultanpet,
Palghat-678001. |
| | 64. Canara Bank,
Thenkurissi,
Palghat-678671. |

CANARA BANK

65. Canara Bank,
Trithala, Saleena Building,
Palghat-679503.
66. Canara Bank,
Velmezhil, Kulakkad P.O.
Palghat-679 503.
67. Canara Bank,
Currency Chest,
Siltanpet, Palghat-678 001.
68. Canara Bank,
Divisional Office, Kottakal Road,
Down Hill, Malappuram-676505.
69. Canara Bank,
Main Road, B. P. Ahgaadi,
Malappuram-676102.
70. Canara Bank,
Eddakara, CNG Road,
Malappuram-679331
72. Canara Bank,
Chungam, Edappal,
Malappuram-679576.z
72. Canara Bank,
Karukattani,
Malappuram.
73. Canara Bank,
Main Road, Uphill,
Malappuram-676121.
74. Canara Bank,
Central Bazar,
Manjeri, Malapuram-676 121.
75. Canara Bank,
Parambilipeedika,
Malapuram-676317.
76. Canara Bank,
Parappur Vengara Post,
Malappuram.
77. Canara Bank,
Perinthalmanna, P.B. No. 15,
Qoty Road, Malappuram-679322.
78. Canara Bank,
Paranpadappu,
Mallappuram-679 580.
79. Canara Bank,
Valancherry, Kuttipuram Road,
Mallappuram.
80. Canara Bank,
Vittilapara P.O.,
Malappuram-673 639.
81. Canara Bank,
Vandoor, Bushara Building,
Malappuram-679 328.
82. Canara Bank,
Kunnumpuram, Malappuram.
83. Canara Bank,
Currency Chest, Down Hill,
Mallappuram-676505.
84. Canara Bank,
D.O. Canara Bank Building,
Tali, Samuham Road,
Calicut-673 003.
85. Canara Bank,
Main Road, Badagara, Calicut.
86. Canara Bank,
Main Road, Balussery-673612.
87. Canara Bank,
Chalapuram,
Calicut-673001.
88. Canara Bank,
Cherooty Road,
Calicut-673001.
89. Canara Bank,
Near Post Office,
Pharrook-673631, Calicut.
90. Canara Bank,
Parathayil Building,
Mukkom Calicut-673602.
91. Canara Bank,
Madapuram, Main Road,
Calicut-673504.
92. Canara Bank,
Mohan Mansion Orkateri,
Calicut-673501.
93. Canara Bank,
Rahat Building Parakkadava,
Calicut-673509.
94. Canara Bank,
Perambra, Main Road,
Calicut-673525.
95. Canara Bank,
Koyilandi, P.B. No. 3,
Main Road,
Calicut-673305.
96. Canara Bank,
Tamarassery, Karadi Bazar,
Main Road, Tamarassery-673573.
97. Canara Bank,
Tamarassery, Kavidumpara,
Calicut-673513.
98. Canara Bank,
P.B. No. 1703, Vellimadakunnu,
Calicut-673012.
99. Canara Bank,
West Hill P.B. No. 1006,
Kunnur Road,
Calicut-673611.

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| 100. Canara Bank,
Chelannur Ootukulam,
Palat PO, Calicut-673611. | 115. Canara Bank,
Neelswar, P.B. No. 4,
Raja Road, Kasargod-670314. |
| 101. Canara Bank,
Meldi P.O. Meppayur Road,
Calicut-673522. | 116. Canara Bank,
Currency Chest, Cannanore.
Valpattanam Road, South Bazar. |
| 102. Canara Bank,
Currency Chest, P.B. No. 5,
Samuham Road,
Eralapuram,
Calicut-673002. | 117. Canara Bank,
P.B. No. 35, Main Road,
Kalpetta-673121. |
| 103. Canara Bank,
Cherootty Road,
Account Section,
Sripadam Building,
Calicut-673032. | 118. Canara Bank,
Meenangadi Main Road,
Wynad-673591. |
| 104. Canara Bank,
D.O. Sadhu Buildings,
Fort Road,
Cannanore-670001. | 119. Canara Bank,
Main Road, Panamaram, Wynad-
670721. |
| 105. Canara Bank,
Harikkur,
Main Road,
Cannanore-670593. | 120. Canara Bank,
DO No. XII:541-543.
Payyapalli, Wynad-670646. |
| 106. Canara Bank,
Main Road,
Iritty,
Cannanore-670703. | 121. Canara Bank,
Thonderanadu PO,
Wynad-670731. |
| 107. Canara Bank,
Cannanore-Tellicherry Road,
Muzhaphilangad,
Cannanore-670662. | |
| 108. Canara Bank,
P.B. No. 1,
Main Road,
Payyangadi, Cannanore-670303. | |
| 109. Canara Bank,
Payyanur, P.B. No. 24,
Main Road, Cannanore. | |
| 110. Canara Bank,
South Bazar, Munwar Complex,
Cannanore-670002. | |
| 111. Canara Bank,
P.B. No. 2, Telicherry-670101. | |
| 112. Canara Bank,
Bank Road, P.B. No. 6,
Kasargod-670121. | |
| 113. Canara Bank,
Chittarikkaly, Kayamkkal Building,
Main Road,
Kasargod-670326. | |
| 114. Canara Bank,
P.B. No. 11, Galsoor Road. | |
- CIRCLE OFFICE BOMBAY (NORTH)
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| 122. Canara Bank,
Kalamboli Street Market,
Yard Complex,
1st Floor, Hall No. 3,
Central Facility Building,
Kalamboli, New Bombay-410218. |
| 123. Canara Bank,
Shtrughna Complex,
G & GA, Sector-18,
Apmo Area Turbhe Vashi,
New Bombay-400705. |
| 124. Canara Bank,
At & Post Rajuri-413204.
Jamkhed Tq.,
Dist. Ahmednagar, |
| 125. Canara Bank,
572, Sadashivpeth Lakshmi Road,
Pune-411030. |
| 126. Canara Bank,
Accounts Section,
Red Cross Building, PB No. 214,
No. 11, MG Road, III Floor, Camp,
Pune-411001. |
| 127. Canara Bank,
Currency Chest,
Maharashtra State Farming Building,
Senapathi Bapat Road,
Pune-411016. |
| 128. Canara Bank,
176, Belbag Chowk,
Budhwarpet, Kothrud,
Pune-411002. |

129. Canara Bank,
Haladi, Tal Kagal,
Kolhapur Dist.,
Pin-416219.
Sadar Bazar, Divisional Office,
Nagpur-400001.
130. Canara Bank,
At Kistrul Tal-Panhala,
Kolhapur Dist.,
Pin-416205.
131. Canara Bank,
Divisional Office,
Guman, Residency Road,
Sadar Bazar, Divisional Office,
Nagpur-400 001.
132. Canara Bank,
Patel Market,
Opp. City Kotwali,
Amravati-444601.
133. Canara Bank,
1383, Rathi Complex,
Beed Subhash Road,
Beed-431122.
134. Canara Bank,
Shinkar Matrusadan,
4th Lane,
Dhule-424001.
135. Canara Bank,
Visanjinagar,
Jinhapeth,
Jalgaon-425001.
136. Canara Bank,
Residency Road,
Sadar Bazar,
Nagpur-440001.
137. Canara Bank,
Shevantikunj,
At Post Morane (Nakane),
Dist. Dhule.

CIRCLE OFFICE PATNA

CANARA BANK

138. Canara Bank,
Jhalak,
Post-Kesgaria,
Dist. Singhbhum,
(Bihar).
139. Canara Bank,
Currency Chest,
Bistupur,
Jamshedpur-831010.
(Bihar).
140. Canara Bank,
Near BDO Office,
Building,
Tantnagar-833021.
Dist. Singhbhum (Bihar).

141. Canara Bank,
Salangapos-835226,
Post Koramia,
Dist. Gumla,
(Bihar)
142. Canara Bank,
Chhotanagar-833106,
Via Chirian.,
Dist. Singhbhum,
(Bihar).
143. Canara Bank,
TA Division,
H.E.C.,
Dhurwa, Ranchi-834004,
Dist. Ranchi
(Bihar).
144. Canara Bank,
Main Road,
Chakradharapur-833102,
Dist. Singhbhum,
(Bihar).
145. Canara Bank,
Old BDO Office Building,
Rajnagar-831002,
Dist. Singhbhum,
(Bihar).
146. Canara Bank,
P.B. No. 75,
Katrass Road,
Dhanbad-826001,
Dist. Dhanbad,
(Bihar).
147. Canara Bank,
3340-3341 Shyam Bhavan,
Main Road,
Deraidhela-828127,
Dist. Dhanbad,
(Bihar).
148. Canara Bank,
Centre Camp,
Noamundi-833217,
Dist. Singhbhum,
(Bihar).
149. Canara Bank,
Jain Market,
Sadar Bazar,
Chaibasa-833201,
Dist. Singhbhum,
(Bihar).
150. Canara Bank,
Currency Chest,
Kamala Hotel Lane,
Behind Taxi Stand,
Main Road,
Ranchi-834001.
Dist. Ranchi,
(Bihar).

151. Canara Bank,
Divisional Office,
Kadru Bypass Road,
Post. Hinoo,
Doranda, Ranchi-834002.
Dist. Ranchi.
(Bihar).

152. Canara Bank,
Chittimitti,
Post Chittimitti,
Dist. Singhbhum
(Bihar).

CANARA BANK

CIRCLE OFFICE BOMBAY (CITY)

153. Canara Bank,
Appolo Street,
BS Marg,
Bombay-400023.
154. Canara Bank,
GTB NAGAR,
Flank Road,
Bombay-400037.
155. Canara Bank,
Post Box No. 3582,
Sri Krishna Pant Niwas,
20-1, Rajaram Mohan Roy Road,
Girgaum, Bombay.
156. Canara Bank,
Mittal Tower "C" Wing,
Nariman Point,
Bombay-400021.
157. Canara Bank,
Somani Building,
Cuile Parade, Colaba.
Bombay-400005.

CANARA BANK.

METRO DIVISIONAL OFFICE

158. Canara Bank,
Regional Office,
Opp. to Sri Siddhivinayak Temple,
Prabhadevi,
Bombay-400025.

CIRCLE OFFICE CHANDIGARH.

159. Canara Bank,
G. T. Road,
Fatehabad-125 090, (Haryana).

HARYANA REGIONAL OFFICE.

160. Canara Bank,
Currency Chest,
Khasara No. 5456.
Kanjupura Road,
Karnal-132001,
(Haryana).

161. Canara Bank,
No. 3, Janki Dass Building,
The Mall,
Shimla-171001,
(Himachal Pradesh).

SYNDICATE BANK.

1. Ashok Vihar Branch,
11, Community Centre,
Deep Cinema, Ashok Vihar,
New Delhi-110052.
2. Sec : IV R. K. Puram,
I.D.A. Building,
Opp. Munirka Market.
Sec : IV, R. K. Puram,
New Delhi-110022.
3. Kashmere Gate Branch,
1377, First Floor,
Kashmere Gate,
Delhi : 110006.
4. Janakpuri Branch,
C-31, Community Centre,
Near Janak Cinema,
New Delhi-110058.
5. Transport Bhawan,
Syndicate Branch,
1, Sansad Marg,
New Delhi-110001.
6. Syndicate Bank,
Kota Branch,
68, Purani Dhaan Mandi
Sarovar Cinema Road,
Kota-324 006.
Rajasthan State.
7. Syndicate Bank,
Paldi Ahmedabad Branch
P. B. No. 11001.
Near Paldi Bus Stand,
Ellis Bridge P.O.
Ahmedabad-380006, (Gujarat State).
8. Syndicate Bank,
Ahmedabad Branch,
Khokara. Ahmedabad,
Opp. Halkeshwar Mahadev Temple,
Ahmedabad-380 026 (Gujarat State).
9. Syndicate Bank,
Veena Branch,
Vili. & P.O. Veena,
Nadiad Taluk,
Dist. Kheda-387 555,
(Gujarat State).
10. Syndicate Bank,
Bhumel Branch,
Pustakalaya Buildings,
Bhumel-387 370,
Via Uttarnanda,
Nadiad Taluka,
Kheda Dist.
(Gujarat State).

11. Syndicate Bank,
Bharooch Branch,
Panchlonos,
P.B. No. 53,
Station Road,
Bharooch (Gujarat State),
Tar - "PiGmi",
Telephone Office - Bharooch
12. Syndicate Bank,
Bedi Branch,
Rajkot Taluka,
Dist. Rajkot,
(Gujarat State).
13. Syndicate Bank,
Baghola Branch,
Palwal Taluka,
Faridabad Dist.
Pin - 121 102 (Haryana).
14. Pataudi Branch,
Near Tonga Stand,
Pataudi - 123 503,
Dist. Gurgaon,
(Haryana).
15. 46, Rewari Road,
Narnaul - 123 001,
Narnaul Taluk,
Dist. Mohindergarh,
(Haryana State).
16. Phillaur,
Sri Daulat Ram Khullar,
Gujrawala Trust Building,
Satsang Road, G.T. Road,
Phillaur - 144 410,
Punjab State.
17. Ludhiana,
Near Clock Tower,
P.B. No. 201,
Ludhiana-141008,
Ludhiana Dist.
Punjab State.
18. Panchkula.
Housing Complex,
Kothi No. 75, Sector 17,
Housing Board,
Panchkula-134109,
Kalka Taluk,
Ambala Dist.
Haryana State.
19. Ashok Vihar,
No. 11, Community Centre,
Deep Cinema, Ashok Vihar,
New Delhi-110052.
20. Adampur Doaba,
1058/1, Ward No. 8,
Adampur Doaba-144102,
Jullundur Dist.
Punjab State.
21. Rohtak,
Jhajjar Road,
Rohtak-124001,
Rohtak Dist.,
Haryana State.
22. Hoshiarpur,
Anoop Building, Railway Road,
Near Clock Tower,
Hoshiarpur-146001,
Hoshiarpur Dist., Punjab State.
Syndicate Bank,
Divisional Office Bhopal.
23. Indore Rajwada Chowk Branch,
29/30-Shiv Volas Palace,
Rajwada Chock, P.B. No. 5,
Indore-452004 (MP).
24. Bharveli Branch,
Moli Balaghat Mine,
Bharveli-481102,
Balaghat-(MP).
25. Ratlam Branch,
Burhani Market,
60-Naharpura, Manek Chock,
Ratlam-457001, Ratlam (M.P.).
26. Bhilai Branch.
Maurya Picture Complex,
G.E. Road, Bhilai-490023.
Durg (MP).
27. Divisional Office,
1st Floor, 'Shikharvarta',
4-Indira Press Complex,
P.B. No. 30,
Maharana Pratap Nagar,
Bhopal-462011, (MP).
28. Syndicate Bank.
Navsari Branch,
Natraj Cinema Building,
Station Road,
Navsari-394445,
Navsari Dist. Taluk.
Bulsar Dist. (Gujarat State).
29. Syndicate Bank.
Nadiad Branch,
D. No. 1260,
Prabhat Cinema Estate,
P. B. No. 41,
Nadiad-387001,
Dist. Kheda. (Gujarat State).
30. Syndicate Bank.
Anand Branch,
Thakur Arcade,
Sardarganj Road,
Anand 388001,
Dist. Kheda, (Gujarat State).

31. Syndicate Bank,
Bhavnagar Branch,
Galaxy Theatre Premises,
Opp. Municipal Office, P.B. No. 140,
Mangalsinhji Road,
Bhavnagar-364001, (Gujarat State).
32. Syndicate Bank, Junagadh MG Road
Junagadh MG Road Branch,
Kalwa Chock,
MG Road, Junagadh - 362001,
Junagadh Dist. (Gujarat State).

ANDHRA BANK

To be notified under the Official
Language Rule 1976 10(4)

1. Brodipeth.
2. Kannwarithota.
3. Koretipadu.
4. Vinukonda.
5. Vankutpuram.
6. Putana Guntoor.
7. Patnam Bazar.
8. Pattabhipuram.
9. Amaravati.
10. Vilakpooripeth.
11. Gorantla.
12. Gurjala.
13. Epur,
14. Kaja.
15. Mongalgi.
16. Piduguralla.
17. Firangipuram.
18. Rajupalam.
19. Ramiraddipetha.
20. Sattanpalli.
21. Thadikonda.
22. Thayualloor.
23. Thumrukota.
24. Regional Office Guntoor.
25. Khadagpur Branch.
26. Asansol Branch.
27. Durgapur Branch.
28. Baliganj Branch.
29. Chorangi Branch.
30. Guwahati Branch.

31. Boriwali.
32. Donbiwali.
33. Baroda.
34. Surat.
35. Moolund.
36. Chamboor,
37. Vashi.
38. Mahim.

To be notified under the Official Language Rule
10(4).

ENRAKULAM REGION

1. Indian Overseas Bank,
Adoor Branch,
1st Floor CG Building,
S. No. 544/17-A Central Adoor,
Pathanamthitta-Dt. 691523.
2. Indian Overseas Bank,
Cannore Branch,
Fort Road,
Cannore-670001.
3. Indian Overseas Bank,
Chavakkad Branch,
V/4, 70 E First Floor,
Kohinoor Building,
Enmao Road, Chavakkad-680506.
4. Indian Overseas Bank,
Chennarkara Branch,
NSS Karyogam Building,
Muttatukonam Kulanadu (Marg),
Chennarkara-689517,
Pathanamthitta District.
5. Indian Overseas Bank,
Kandanperur Branch,
VII/166 Thundiyl Building,
Kandanperur, Kuttanadu,
Pathanamthitta, District.
6. Indian Overseas Bank,
Kanjikode Branch,
Jeyesh, Kanjikode West-678623,
Palakkadu District.
7. Indian Overseas Bank,
Kecheri,
A 1 Nisham Building,
Guruvayoor Road,
Kecheri-680501,
Trissur Dt. Kerala.
8. Indian Overseas Bank,
Marmon,
Mulayil Building,
Marmon-689549,
Pathanamthitta Dt. Kerala.

9. Indian Overseas Bank,
Muriyad Branch,
Ramya Muriyad-680694,
Thrissur, District, Kerala.
10. Indian Overseas Bank,
Perumbavoor Branch,
BMC II/229 A Kaladi Road,
Perumbavoor-683542.
11. Indian Overseas Bank,
Thrishur-Branch,
Kollanur Devari Building,
Palace Road, Thrishur-680020
12. Indian Overseas Bank,
Valanjawattam Branch,
NSQ Pamba River Factory Camp,
Varanjawattam-689104,
Pathanamthitta District.
13. Indian Overseas Bank,
Vellangalore,
Ward No. 8/437,
Vellangalore-680662,
Thrissur, District, Kerala.
14. Indian Overseas Bank,
Kadirur, Subaida Building,
2/279C, Main Road,
Kadirur-670642,
Cannore District, Kerala.
15. Indian Overseas Bank,
Thiruvalla,
CAM Building,
Thiruvalla-689101,
Pathanamthitta.
16. Indian Overseas Bank,
Ayiroor Cherukolalpuzha,
336, N.N.S. Union Building,
P.C. Road, Cherukolapuzza,
Ayiroor South Post-689611.
17. Indian Overseas Bank,
Cochin Wellington Island,
Category No. 4, 45-360(2),
3rd Main Road, Wellington Island,
Cochin-682003.
20. Indian Overseas Bank,
Chengannur Branch,
Poovathur Building,
M.C. Road, Chengannur,
Alleppey District, Kerala.
21. Indian Overseas Bank,
Ezhukone-691505,
Quilon District, Kerala.
22. Indian Overseas Bank,
Karingannur Branch,
PNP Building,
Karingannur Branch 691510,
Oyoor, Chadayamangalam Block
Quilon Distt., Kerala.
23. Indian Overseas Bank,
Kudasanad Branch,
Otalil(W) Bldg.,
Kudasanad-689512,
Alleppey District.
24. Indian Overseas Bank,
Navailulam Branch,
1/280, Thulasi Nivas,
Navailulam-695603,
Thiruvanthapuram, District.
25. Indian Overseas Bank,
Neerettupuram Branch,
Home No. 17, Ward No. III,
Sri Rangam Building,
Neerettupuram-689571,
Alleppey District.
26. Indian Overseas Bank,
Thevannur Branch,
Ambalamukku,
EP 10/117 Thevannur,
Ayur-691533,
Quilon.
27. Indian Overseas Bank,
Thiruvananthapuram,
G.H. Junction,
Andoor Building,
General Hospital Road,
Thiruvananthapuram-695037.

THIRUVANANTHAPURAM REGION

18. Indian Overseas Bank,
MMH Building, Anoopara Road,
Avanavanchery-695103,
Attingal, Thiruvanthapuram,
Kerala.
19. Indian Overseas Bank,
Ayiroor Varkala,
Building, No. 1P/1/5098,
Mily Apartments,
Ayiroor Varkala Post,
Pin-695310.
28. Indian Overseas Bank,
Vadasaerikonam,
K. S. Building, (Opp. to P.O.)
Vadasarukonam-695143,
Thiruvananthapuram Distt.
29. Indian Overseas Bank,
Vettikkevala Branch,
Kailash Bhavan,
Vettikkavala-691538,
Kottarakara,
Quilon District.

30. Indian Overseas Bank,
Vattiyukavu,
3-497, Amritham Ahrivikara Road,
Katchani Post,
Vattiyurkavu-695013.
Thiruvananthapuram.

31. Indian Overseas Bank,
Olakettiyambalam,
Alleppey District-690510,
Kerala.

VIJAYAWADA, REGION

32. Indian Overseas Bank,
Motooru, Panchayat Road,
Motooru Mandal, Krishna District,
Motooru-521323,
Andhra Pradesh.

33. Indian Overseas Bank,
Pedda-Alwalapadu,
O.V. Road, Pedda-Alwalapadu,
Peddachalappli Mandal,
Parkasham District,
Andhra Pradesh.

34. Indian Overseas Bank,
Kopparu, Door No. 6-9,
Kopparu 522015, A.B. Paalam Marg,
Pedrandi Padu Mandal,
Guntur District, Andhra Pradesh.

35. Indian Overseas Bank,
Achutapuram, 3-83, Main Road,
Achutapuram 531011,
Achutapuram Mandal,
Vishakhapatnam District,
Andhra Pradesh.

36. Indian Overseas Bank,
Anakkapalli,
7-8-36, Main Road,
Anakkapalli-531001,
Vishakhapatnam,
Andhra Pradesh.

37. Indian Overseas Bank,
Chennur, 3-78, Main Bazar,
Gudur Mandal, Chennur-524408,
Nellore Distt., Andhra Pradesh

38. Indian Overseas Bank,
Vijayawada-520001,
11-42-45, Ram Gopal Street,
Vijayawada-520001,
Krishna Distt. Andhra Pradesh.

39. Indian Overseas Bank,
Ring Road (Vijayawada),
40-9-27, Ring Road, Ground Floor,
Near TELCO YARD, Near Benz Circle,
Vijayawada-520008,
Andhra Pradesh.

40. Indian Overseas Bank,
Guntur-Brodipet,
5-37-193/195, Fourth Lane,
Brodipet, Guntur-522002,
Guntur Distt. Andhra Pradesh.

41. Indian Overseas Bank,
Donkinavalasa,
House No. 3/16 & 17,
Near Railway Station,
Badangi Mandal, Donkinavalasa,
Railway Station-532578.
Vijayanagram.

42. Indian Overseas Bank,
Nallapadu,
2/105 Main Road,
Nallapadu, Guntur-522005.
Guntur Distt., Andhra Pradesh.

43. Indian Overseas Bank,
Pallamkurru, H. No. 1-53,
Pallamkurru-533-502,
Katrenikonda Mandal,
East Godavari Distt., Andhra Pradesh.

44. Indian Overseas Bank,
Penumarthi, Penumarthi Village,
Thammavaram Post(Via),
Kakinada Mandal-533005.
East Godavari Distt., Andhra Pradesh.

45. Indian Overseas Bank,
Perumaali, 2/90 Ground Floor,
Perumali-532140,
Theralam Mandal,
Vijayanagaram Distt. Andhra Pradesh.

46. Indian Overseas Bank,
Ramapuram, Ramapuram-531173,
(Via) Pendurthi, Pendurthi Mandal,
Vishakhapatnam. Distt. Andhra Pradesh.

47. Indian Overseas Bank,
Sreekakulam,
8-4-99 Grand Trunk Road,
Sreekakulam-532001,
Andhra Pradesh.

48. Indian Overseas Bank,
Vantalamanidi,
Vantalamanidi-531024,
Paduru Mandal, Vishakhapatnam Distt.,
Andhra Pradesh,

49. Indian Overseas Bank,
Vaijendla, House No. 9-48,
Opp. to Post Officer,
Vojindala-522213.
Chebarolu Mandalam.

50. Indian Overseas Bank,
11-42-45 Ram Gopal Street,
Vijayawada-520001,
Krishna Distt., Andhra Pradesh.

51. Indian Overseas Bank,
Governorpet-Vijayawada,
23.67 Congress Office Road,
Governorpet,
Vijayawada-520002,
Krishna Dt. Andhra Pradesh.

52. Indian Overseas Bank,
Vishakapatnam,
47-15-12 Station Road,
Opp. to TSR Complex,
Dwarakanagar,
Vishakapatnam-530016,
Andhra Pradesh.

Regional Office, Ernakulam

1. Arkuza Branch,
St. Mary Church Bldg.,
Mudattukuza Podppili Road,
Arkuza P.O.,
Ernakulam Dist.

2. Cochin-Eda Cochin,
XXII/342 A Chakant Bldg.,
Pumbai Mullai, Eda Cochin,
Cochin-682006.

3. Elanji Branch,
V/135, Kochupurackal Bldg.,
Elanji,
Ernakulam-686665.

4. Kadayiruppu Branch,
Near Panchayat Office,
Kadayiruppu,
Dist. Ernakulam.

5. Kannamali Branch,
Kannamali,
Cochin-7.

6. Karukutty Branch,
Karukutty,
Dist. Ernakulam.

UNION BANK OF INDIA

7. Neeleeswaram,
P.O. Neeleeswaram,
Via Kalady,
Dist. Ernakulam.

8. Pennurunani Branch,
Palarivattam,
Chotilla Road,
Tammanam Junction,
Cochin-682019.

9. Putrikka Branch,
VIII/5,
Putrikka Panchayat Bldg.,
P.O. Putrikka, Via-Puttankqz,
Ernakulam-682308.

10. Pothamlead Branch,
Nedumchalli Bldg.,
1st Floor,
Pothamlead,
Ernakulam-686671.

Regional Office Bhubneswar

11. Kadligarh Branch,
At & Post, Kadligarh,
Via, Redhakhol,
Dist. Sambalpur-768106,
Orissa.

12. Kundhigola Branch,
At Post, Kundhigola,
Via : Reamal,
Dist. Sambalpur-768109,
Orissa.

Regional Office, Vishakhapatnam

13. Bhimavaram Branch,
24-1-1-J.P. Road,
Hotel Sarvar Complex,
Bhimavaram-534202,
West Godavari Dist.,
Andhra Pradesh.

14. Regional Office Indore
Vishnu Puri Branch,
3, Vishnu Puri,
Agra-Bombay Road,
Indore-452001.

Regional Office Raipur

15. Sindhiyanagar Branch,
Savitri Kutir, 55,
Sindhiyanagar,
Durga, Dist. Durga (M.P.).

16. Samta Colony Branch,
Opp. Shikarpuri Dharamshala,
205, Samata Colony,
Dist. Raipur (M.P.).

Regional Office Bhubaneswar

17. Chandrasekharapur Branch,
Opp. Sainik School,
Bhubaneswar-5,
Orissa.

18. Jeypore Branch, Main Road,
PO Jeypore,
Dist. Koraput,
Orissa-764002.

19. Dumuria Branch,
Post : Dumuria,
Via Swampatna,
Dist. Keonjhar,
Pin-758030.

Union Bank of India.
Regional Office. Baroda.

20. Service Branch,
M.G. Road,
Mandvi. Baroda.
Gujarat.

Regional Office. Bangalore.

21. Rajajinagar II Stage Branch,
S-1761, 1st Floor,
Navarang Circle, D Block.
Rajajinagar II Stage,
Bangalore-560010.

Regional Office. Gorakhpur.

22. Hanuman Prasad Poddar Smarak,
Cancer Hospital Branch,
HO : Geeta Vatika,
Dist. Gorakhpur (U.P.).

Regional Office. Raipur.

23. Korba Branch,
102, Transport Nagar.
Korba,
Dist. Bilaspur (M.P.),
Pin-495679.
24. Shastri Nagar Branch,
MIG-61,
MLA Quarters,
Jawahar Chowk,
Khajana Premises,
T. T. Nagar,
Bhopal-462003.
25. Parvan Nagar Branch,
Pavan Nagar, CIDCO,
Nashik (Maharashtra).
Pin Code-422009.
26. Paud Road Branch,
88/4, Plot No. 12,
Pushpa Apartment, Gujarath Colony,
Near Vanaz Factory, Kothrod,
Pune-411029.
27. Uran Branch,
Shop No. 12 & 13, Sai Kira,
Appt., Opp. Old Bus Stop,
Uran Kranja Road, Uran,
Dist. Raigarh-410702.
28. Service Branch, Pune,
619, Sachapir Street,
Opp. Oisis Hotel,
Pune Cantonment,
Pune-411002.
29. 4-1-364/2, Kishankunj,
Hanuman Tekdi,
Hyderabad-500001.
30. Service Branch, Nagpur,
365, Maulana Azad Road,
Gandhi Nagar,
Nagpur-440010.

31. Regional Office,
Sector 35-C Branch,
Chandigarh.
32. Village-P.O. Daulatpur,
Dist. Kangra (Himachal Pradesh),
33. Parlakhimundi Branch,
SPA Shopping Complex,
Old Bus Stand,
P.O.Paralakhemundi,
Dist. Gajapati.
Orissa-761200.
34. Village & P.O. Badmal,
Via-Jujumura,
Sambalpur-768105.
35. Room No. 80, Sector-7,
Panchkula Dist. Ambala.
Pin Code-134109.
36. Navin Krishi Upaj Mandi Prangan,
Gangapur City,
Dist. Sawai Madhopur.
Rajasthan.
37. Ramganj,
Mahesh Bhavan,
Byavar Road,
Ajmer-Rajasthan.
38. New Awas Vikas Branch,
01, New Awas Market,
Delhi Road,
Saharanpur.
39. Tanksal Theatre Bldg.,
3rd Floor,
Nadesar,
Varanasi,
U. P.-221002.
40. 148, Civil Line,
Post Box No. 13,
Bareilly,
U.P. 243001.
41. Regional Office, Raipur,
102, Transport Nagar,
Korba,
Dist. Bilaspur (M.P.).
42. Chadda Market,
Opp. Bus Stand Fagwara,
Fagwara. Dist. Kapurthala.
43. Guntur (M) Branch,
24.2.1-R Agarharam,
Behind Hindu College,
G. T. Road, Guntur (A.P.).
44. P.O. Bellatur-522257,
Repalle Taluk. Via Tenali R.M.S.,
Guntur Dist.,
(A.P.).

Gandhi Road,
Ongole-523001,
Prakasam Dist. (A.P.).

Chilakaturi Peta-Chirala Road,
P.O. Annambhotalawaripalem-523124,
Door No. 4-42 Chirala,
Tehsil,
Prakasam Dist. (A.P.).

संबंधित प्रविष्टियों के पश्चात् निम्नलिखित रूप संख्यांक और
प्रविष्टियों अंतर्भावित की जाएंगी, अर्थात् :—

प्राधिकारी या संस्था	मान्यताप्राप्त दंत चिकित्सा ग्रहंता	रजिस्ट्रेशन के लिए संशोधन
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स्वास्थ्य और परिवार कल्याण मंत्रालय
(स्वास्थ्य विभाग)

नई दिल्ली, 24 फरवरी, 1995

का.आ. 691 :—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, भारतीय दंत-चिकित्सा परिषद् से परामर्श करने के पश्चात्, उक्त अधिनियम की अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची के भाग 1 में, ललित नारायण मिथिला विश्वविद्यालय से संबंधित रूप संख्यांक 38 और उसके

39. कुरुक्षेत्र विश्वविद्यालय	बैचलर ऑफ डेंटल सर्जरी	बी.डी.एस. कुरुक्षेत्र (यह ग्रहंता तब मान्यता प्राप्त दंत चिकित्सा ग्रहंता होगी जब यह 24 नवम्बर, 1993 को या उसके पश्चात् अनुद्घात की गई हो)।
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[सं. बी-12018/3/94-पी एम एस]
आलोक पर्टी, निदेशक

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 24th February, 1995

S.O. 691—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendment in the Schedule to the said Act, namely:—

In Part I of the said Schedule, after serial number 38 relating to Lalit Narayan Mithila University and entries relating thereto, the following serial number and entries shall be inserted, namely:—

Authority or Institution	Recognised dental qualification	Abbreviation for registration
39. Kurukshetra University	Bachelore of Dental Surgery	(B.D.S. Kurukshetra). This qualification shall be recognised dental qualification when granted on or after 24th November, 1993.

[No. V.12018/3/94-PMS]

ALOK PERTI, Director

विज्ञान विकास प्राधिकरण

सार्वजनिक सूचना

नई दिल्ली, 9 मार्च, 1995

का.आ. 692—केन्द्रीय सरकार का, दिल्ली की मुख्य योजना/प्राथमिक क्षेत्रीय (जोतन) विकास योजना में निम्नलिखित संशोधन करने का प्रस्ताव है, जिमें जनता की जानकारी के लिये एतद्वारा प्रकाशित किया जाता है। प्रस्तावित संशोधन के संबंध में यदि किसी व्यक्ति को कोई आपत्ति हो/कोई सुझाव देना हो तो वह अपनी आपत्ति/सुझाव इस सूचना के जारी होने की तारीख से 30 दिनों

की अवधि के अन्दर आयुक्त एवं सचिव, दिल्ली विकास प्राधिकरण, विकास सदन, "बी" ब्लॉक, आई.एन.ए., नई दिल्ली को लिखित रूप में भेज सकता है। आपत्ति करने/सुझाव देने वाले व्यक्ति अपना नाम एवं पूरा पता भी अग्रण्य दें।

संशोधन

"एच-जोन-1 (नरेला) में आने वाले 1.62 हेक्टेयर (4 एकड़) क्षेत्र, जो उत्तर, पूर्व, दक्षिण में डी.एस.आई. डी.सी. औद्योगिक संपदा से और पश्चिम में निश्चयान दि.न.नि. प्राथमिक विद्यालय और अलीपुर रोड से घिरा

है, के भूमि उपयोग को "विनिर्माण" से "सार्वजनिक और सर्व-सार्वजनिक सुविधाओं (विद्यालय)" में बदला जाता प्रस्तावित है।"

2. प्रस्तावित संशोधन को दर्शाने वाला नक्शा निर्माण के लिये उपयुक्त अवधि के अन्दर सभी कार्य दिवसों में संयुक्त निदेशक, मुख्य योजना अनुभाग, छठी मंजिन, विकास मीनार, आई.पी. एस्टेट, नई दिल्ली के कार्यालय में उपलब्ध रहेगा।

[सं. एफ. 9(5)/92-एम.पी.]

विश्व मोहन बंसल, आयुक्त एवं सचिव

DELHI DEVELOPMENT AUTHORITY

PUBLIC NOTICE

New Delhi, the 9th March, 1995

S.O. 692.—The following modification which the Central Government proposes to make in the Master Plan/Draft Zonal Development Plan, is hereby published for public information. Any person having any objections/suggestions with respect to the proposed modification may send the objection/suggestion in writing to the Commissioner-cum-Secretary, Delhi Development Authority, Vikas Sadan, 'B' block, INA, New Delhi within a period of 30 days from the date of issue of this notice. The person making the objection/suggestion should also give his name and address:

MODIFICATION

"The land use of an area, measuring 1.62 hac. (4 acres) falling in sub-zone I (Narela) bounded by DSIDC Industrial Estate in the North, East, South and existing MCD Primary School and Alipur Road in the West, is proposed to be changed from 'manufacturing' to 'Public and Semi-Public Facilities' (School)."

2. The plan indicating the proposed modification will be available for inspection at the office of the Joint Director, Master Plan Section, 6th floor, Vikas Minar, I.P. estate, New Delhi on all working days within the period referred above.

[No. F. 9(5)92-MP]

V. M. BANSAL, Commissioner-cum-Secy.

भ्रम मंत्रालय

नई दिल्ली, 15 फरवरी, 1995

का.आ. 193.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-22012/480/91-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 693.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 13-2-1995.

[No. L-22012/480/91-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT/LC(R)(132)/1992

BETWEEN

Shri Karmoo, represented through the General Secretary, Koyla Shramik Sabha (HMKP), Korba Colliery, P.O. Korba.

Colliery, District Bilaspur (MP)-495677.

AND

The Dy. General Manager, S.E.C.L. Rajgamar Colliery, P.O. Rajgamar Colliery, District Bilaspur (MP)-495601.

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman—None.

For Management—Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Bilaspur (MP)

AWARD

Dated, 3rd February, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/480/91-IR (C-II) dated 22-6-92 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the action of the management of Rajgamar Colliery of S.E.C. Ltd. in terminating the services of Shri Karmoo S/o Banaw Tyndle w.e.f. 11-10-90 is legal and justified? If not, to what relief the concerned workman is entitled to?"

2. The workman neither appeared nor he has filed the statement of claim. The notices to the parties to appear on 25-8-92 was issued on 3-7-92 and when the parties did not appear on 25-8-92 notices were again sent for the appearance of the parties on 14-10-92. Similarly notices were sent to the workman on 22-8-94, 14-9-84 and lastly on 25-11-94 registered notice was sent to the workman for filing the statement of claim. In spite of all these notices the workman neither appeared nor he has filed the statement of claim.

As it is clear that the workman is not interested in pursuing the dispute, no dispute award is passed without any order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

न. दिल्ली, 15 फरवरी, 1995

का.आ. 694.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एन-22012/8/92-आई आर (सी-II)]

राजा लाल, ईस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 694.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 13-2-1995.

[No. L-22012/8/92-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)
Case Ref. No. CGIT/LC(R)(97)/1992

BETWEEN

Shri B. R. Alexander represented through the National Colliery Workers Federation, Quarter No. B/148, Gevra Project Colony, P.O. Gevra Project, District Bilaspur (MP)-495452,

AND

The Dy. General Manager, S.E.C. L. Gevra Project, P.O. Gevra Project, District Bilaspur (MP)-495452.

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman—Himself.

For Management—Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Bilaspur (MP).

AWARD

Dated, 3rd February, 1995

2. This is a reference made by the Central Government in the Ministry of Labour vide Notification No. L-22012/8/92-IR (C-II) dated 21-5-92 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the management of Gevra Project of S.E.C. Ltd. Bilaspur justified in not promoting Sri B. R. Alexander S/o B. J. Roberts to the Grade of Shovel Operator Special Grade w.e.f. June 1986 ? If not, to what relief the workman concerned is entitled to ?"

2. The workman and the management has not filed the statement of claim or the written statement. However, on 24-1-1995 the workman appeared and informed the Court that he does not want to press the reference and he prayed to drop the proceedings. The workman has filed an application signed by the two witnesses and it is submitted that after raising the industrial dispute for his promotion, the dispute was amicably settled and the workman has been promoted as Shovel Operator, Special Grade, with effect from 1-11-1989. It is further alleged in the application that on account of amicable settlement with the management he does not want to contest the case.

3. In view of the aforesaid circumstances no dispute is hereby posed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली 15 फरवरी, 1995

का. आ. 695 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एरा ई सी एन के प्रबन्धन के सवद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपद को प्रकाशित करती है जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एन 22012/3/92 आई आर सी-II]

राजालाल, ईस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 695.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 13-2-1995.

[No. L-22012/3/92-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT/LC(R)(96)/1992

BETWEEN

Shri C. B. Singh represented through the Secretary, National Coal Workers Federation, Quarter No. B/148, Gevra Project Colony, Post Gevra Project, District Bilaspur-495452 (MP).

AND

The Dy. General Manager, S.E.C.L. Gevra Project, Post Gevra Project, District Bilaspur-495452 (MP).

PRESIDED IN :

By Shri Arvind Kumar Awasthy

APPEARANCES :

For Workman—None.

For Management—Shri Mukhyopadhyaya.

INDUSTRY : Coal Mines DISTRICT : Bilaspur (MP)

AWARD

Dated, 3rd February, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/3/92-IR (C-II) dated 21-5-1992 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the management of Gevra Project of S.E.C. Ltd. Bilaspur is justified in not promoting Sri C. B. Singh S/o Sri Ramsai Singh to the Grade of Shovel Operator Special Grade w.e.f. June 1986? If not, to what relief the workman concerned is entitled to ?"

2. The workman in spite of the repeated notices sent to him to file the statement of claim has neither filed the statement of claim nor he has appeared. The Secretary of the Union has filed a letter dated 24-1-95 praying therein

to drop the case as the workman has been promoted after raising the industrial dispute. The prayer is to drop the proceedings and the permission is sought to withdraw the case.

3. It is thus clear that the workman on account of receiving the promotion is not interested in pursuing the dispute which relates to his promotion and consequential relief.

4. Consequently, no dispute award is passed. No order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का.आ. 696 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इल्यूसी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-21012/100/87-डी-III (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 696.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on 13-2-1995.

[No. L-21012/100/87-D.III (B)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT/LC(R)(29)/1988

BETWEEN

Shri Tukaram Narayan Mohitkar, P.O. Shengaoon, 14h. and District Chandrapur (MS).

AND

The Sub-Area Manager, Ghugus Colliery, W.C. Ltd. P.O. Ghugus, District Chandrapur (MS).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman—None.

For Management—Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Chandrapur (MS).

AWARD

Dated, 27th January, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-21012/

100/87-D.III (B) dated 29-12-1987 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the action of the Management of M/s. Western Coalfields Ltd. (Ghugus Colliery) in dismissing from service Shri Tukaram Narayan Mohitkar, General Mazdoor, w.c.f. 29-8-1984 was justified? If not, what relief is the workman entitled to?"

2. The case of the management is that the workman was appointed on 10-6-1975 as a General Mazdoor and he was a habitual absentee; that the workman was treated as a deserter and his name was struck off from rolls of the Company with effect from 29-8-1984; that after three years he made an application and the delay in taking the dispute is not explained and as such this reference is bad in law. It is further alleged by the management that workman has admitted his guilt of habitual absenteeism and on the basis of letter of apology and assurance given by the workman, he was allowed to join duties.

3. The workman has not filed the statement of claim nor he made appearance before the Tribunal. The reference was registered on 9-3-88 and since then more than 12 notices were sent to the workman to file the statement of claim, but the workman failed to file the statement of claim. Thus it is clear that the workman is not interested in the case. No dispute award is hereby passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का.आ. 697 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इल्यूसी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-22012/102/88-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 697.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on 13-2-1995.

[No. L-22012/102/88-IR (C-ID)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT/LC(R)(15)/1989

BETWEEN

Shri Narayan Domaji Q. No. 7, Sillewara, Sonar, Nagpur (MS).

AND

The sub-area Manager, Sillewara Colliery of WCL, P.O. Sillewara, Nagpur (MS).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman—None.

For Management—Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Nagpur (MS)

AWARD

Dated, 30th January, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/102/80-IR (C-II) dated 30-12-88 and subsequent corrigendum dated 20/25-4-90 referred the following industrial dispute :—

SCHEDULE

"Whether the action of the Management of Sillewara Colliery of M/s. Western Coalfields Ltd. in dismissing Sri Narayan Domaji from services w.e.f. 8-3-88 as per their order dated 7-3-88 ? If not, to what relief the workman concerned is entitled ?"

2. The admitted facts of the case are that the workman was employed since 27-5-82 as Misc. Mazdoor Cat. I and he was working in Bonus Section; that on 11-8-84 the management transferred the workman at Engineering and Mechanical Section, Sillewara as L.D.C. and there he worked till 31-10-84.

3. The case of the workman is that the Colliery Manager wrongly marked his absence though the workman used to remain present on duty and when the workman objected then the management removed him from service from 1-11-84; that Shri M. B. Aprajit was appointed as the Enquiry Officer and the Enquiry Officer refused the prayer of the workman to engage the Legal Practitioner and the Enquiry Officer without giving opportunity to the workman to examine the witnesses terminated his services with effect from 8-3-88. It is alleged that the punishment is disproportionate and the findings of the Enquiry Officer are perverse.

4. The case of the management is that the workman remained absent for more than 3 years and he did not join his duties and that the departmental enquiry was conducted and all the principles of natural justice was followed during the enquiry and full opportunity was granted to the workman to defend his case; that the finding of the Enquiry Officer was based on material facts on record and looking to the long absenteeism the punishment of dismissal imposed on the workman is proportionate to the misconduct.

5. The workman did not appear on 21-11-89 and thereafter he was again noticed to appear on 30-8-94, workman remained absent on 5-10-94. The workman has contested for the post of Member of Parliament. The contention of the management is that the workman who was a candidate for the Parliament Election in Madhya Pradesh is not interested in pursuing his claim under the reference.

6. From the perusal of the statement of claim and the written statement it is clear that the workman has admitted that he was marked absent for more than 3 years and the burden was on the workman to show that even though he has worked in the office for 3 years the management has wrongly marked him absent. As no evidence, oral or documentary, is produced by the workman to substantiate his claim the action of the management in terminating his service appears to be just and proper.

7. However, the allegation by the workman of the denial of the proper opportunity to defend his case is not borne out by the record and the D.E. is legal, just and proper. Long absenteeism of more than 3 years is a serious misconduct. The action of the management in dismissing the service of the workman is just and proper. Consequently, reference is answered in favour of the management. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का.प्रा. 698 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उक्त सी एल के प्रबन्धता के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-22012/139/89-आई एम (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 698.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on 13-2-1995.

[No. L-22012/139/89-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)
Case Ref. No. CGIT/LC(R)(216)/1989

BETWEEN

S. Shri Sukhdeo Sadashiv Mankar and Samba Urkuda
Daware, represented through the Secretary, Bhartiya
Koyla Khadan Mazdoor Sangh (BMS) Ghugus,
Branch, Post Ghugus, District Chandrapur (MS)-
442 909.

AND

The Sub-Area Manager, Ghugus Sub-Area of M/s.
W.C. Ltd., Post Ghugus, District Chandrapur (MS)
442 909.

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workmen—Shri A. S. Dhule.

For Management—Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Chandrapur (MS).

AWARD

Dated, 27th January, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/139/89-IR (Coal-II) dated 26 October, 1989 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the superannuation of Sri Sukhdeo Sadashiv Mankar and Sri Samba Urkuda Daware w.e.f. 1-1-1988 by the Management of Sub-Area Manager, Ghugus Colliery of W.C. Ltd., Distt. Chandrapur is justified ? If not, to what relief the workmen concerned are entitled ?"

2. The case of the workman, Sukhdeo Sadashiv Mankar, is that he was appointed on 12-3-56 and his date of birth was recorded in Form B Register in the year 1974 as 44 years; that the management has illegally retired him from service on 1-1-1988 while as per his date of birth he was entitled to be in service till March 1991; that the

workman has claimed reinstatement in service with full back wages and it is also prayed that another workman, Sambha Urkuda Daware, who was wrongly retired from the service has expired and his legal heir has been appointed on compensatory ground.

3. The case of the management is that these workmen have affixed thumb impressions as a token of correctness of their age and entries in B form Register were made on the information given by the workmen; that the Age Determination Committee has also considered the various aspects and affirmed the age given by the workmen in the Form B Register. It is alleged that the workman, Sukhdeo Sadashiv Mankar has expired on 20-3-1988 and as such the reference of a dead person cannot be made.

4. My learned predecessor organised Lok Adalat and it was agreed in the Lok Adalat that the son of late Sambha Urkuda Daware will be given employment and another workman, Sukhdev Sadashiv Mankar, will be paid a lumpsum amount of Rs. 11,000. The settlement was verified and it is just and proper and accepted. Following are the terms of Settlement :-

TERMS OF SETTLEMENT

1. It is agreed that the dependent son of Late Sambha Urkuda Daware, Ex-General Mazdoor, Ghugus Opencast Mine will be given employment as General Mazdoor Cat. I as a dependent subject to completion of formalities of age, medical fitness etc. in Ghugus Group of Mines.
2. It is agreed that in the matter of Shri Sukhdeo Sadashiv Mankar, Ex-Worker, Addl. GM's Office, Ghugus the management will pay a lumpsum amount of Rs. 11,000 (Rs. Eleven thousand only) to the above workman. This will settle the issue in full and final.
3. It is agreed that the matter under reference before the Hon'ble Tribunal, in view of the above terms and conditions stands fully and finally resolved and there will not be any claim on this either by the workman or by the union.
4. The parties request the Hon'ble Presiding Officer, CGIF, Jabalpur (Camp-Nagpur) to accept this mutual settlement and pass a consent/ratified Award.
5. In view of the aforesaid terms of Settlement, being just and proper, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का.आ. 699:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू सी एल के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट की प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-22012/274/91-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 699.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/274/91-IR-C(II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT/LC(R)(202)/1991

BETWEEN

Shri Abdul Majeed Shaikh Hussain represented through the Secretary, Lalzanda Coal Mines Mazdoor Union, Lalchowk, Sillewara, District Nagpur (MS).

AND

The Sub Area Manager, Sillewara Mine of W.C. Ltd., Sillewara, District Nagpur (MS).

Presided in.—By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman.—None.

For Management.—Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Nagpur (MS)

AWARD

Dated : 30th January, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/274/91-IR (C.II) dated 6-11-1991 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the action of the management of Sillewara Colliery of W.C. Ltd., in not providing light duty for 6 months to their workman Shri Abdul Majeed Shaikh Hussain is legal and justified ? If not, to what relief the workman is entitled to ?"

2. Notices were issued to the parties on 12-11-1991 to file the statement of claim and written statement and the parties have not filed statement of claim. The Tribunal issued a notice for filing the statement of claim to the workman on 29-1-92, 1-4-92 and 16-8-1994 but the workman did not turn up nor he did anything to file the statement of claim. Workman has raised a minor dispute whereas the action of the management in not providing light duty for six months to the workman is legal and justified. It is clear that the parties have no interest in pressing the case. Consequently, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का. आ. 700:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू सी एल के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट की प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-22012/31/84 डी 5/आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 700.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/31/84-D.V/IR(C.II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT/LC(R)(76)/1991

BETWEEN

Shri Dwarika Prasad, Fitter, Nowrozabad Colliery, Post Nowrozabad Colliery, Distt. Shahdol (M.P.).

AND

The Sub Area Manager, Johilla Sub-Area of W.C.L., Post Nowrozabad Colliery, Distt. Shahdol (MP).

Presided in.—By Shri Arvind Kumar Awasthy

APPEARANCES :

For Workman.—Himself.

For Management.—Shri A. K. Shadi, Advocate.

INDUSTRY : Coal Mines. DISTRICT : Shahdol (MP).

AWARD

Dated, the 23rd January, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/31/84-DV(DII(B)) dated 18-4-1991 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether Shri Dwarika Prasad, fitter, of Nowrozabad Colliery of Western Coalfields Ltd., is entitled to get his job after acquittal from the High Court in murder case by the management of Nowrozabad Colliery of W.C. Ltd., Distt. Shahdol, as the management has provided the job to other accused, who involved in the same case? If not, then what relief the workman is entitled to?"

2. It is pointed out that the same matter of dispute, as referred to under this reference, was referred to this Tribunal for adjudication vide Notification No. L-22012/31/84-DV(DII(B)) dated 3-4-1991 and was registered as Ref. No. CGIT/LC(R)(57)/91. The case has been mutually settled and an award passed separately.

3. In this Reference case also both the parties have filed their respective statement of claims and thereafter parties arrived at a mutual settlement filed and verified the same on 2-1-1995. The terms of Settlement are as under :—

TERMS OF SETTLEMENT

1. It is agreed by the parties to re-appoint Shri Dwarika Prasad Srivas as Mechanical Fitter, Cat. VI on initial basic of NCWA-IV within 10 (ten) days of the signing of the settlement subject to medical fitness.
2. He can be posted to any unit of Johilla Area on re-employment.
3. Shri Dwarika Prasad Srivas shall not be entitled for any back wages for the period of his idleness from 22-2-1979 to till the date of his re-employment.
4. The case shall not be cited as precedence. He will not raise any dispute over the issue in future.
5. A copy of the settlement shall be filed before the tribunal by the parties jointly for consent award.
4. In view of the aforesaid terms of settlement which are just and proper, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का. अ. 701 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की प्राण 17 के अनुसूची में, केन्द्रीय सरकार उद्योगों में प्रत्यक्ष के संघर्ष नियोजकों और उनके कर्मचारियों के बीच, अनुसूची में निर्दिष्ट औद्योगिक विवाद

में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार का 13-2-95 को प्राप्त हुआ था।

[न. एल - 22012/31/94 - डी 5/डी - II (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 701.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/31/84-DV(DII(B))]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT/LC(R)(57)/1991

BETWEEN

Shri Dwarika Prasad, Fitter, Nowrozabad Colliery of W.C.L., Post Nowrozabad Colliery, District Shahdol (MP)-484555.

AND

The Sub-Area Manager, Johilla Sub-Area of W.C.L., Post Nowrozabad Colliery, District Shahdol (MP)-484 555.

Presided in.—By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman.—Himself.

For Management.—Shri A. K. Shadi, Advocate.

INDUSTRY : Coal Mines. DISTRICT : Shahdol (MP).

AWARD

Dated, the 24th January, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/31/84-DV(DII(B)) dated 3-4-1991 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether Shri Dwarika Prasad, Fitter of Nowrozabad Colliery of Western Coalfields Ltd., is entitled to get his job after acquittal from the High Court in Murder case by the management of Nowrozabad Colliery of W.C. Ltd., Distt. Shahdol, as the management has provided the job to other accused who involved in the same case? If not, to what relief the workman is entitled to?"

2. After filing their respective statement of claims by the parties in this Tribunal, they have mutually settled the matter under reference out of Court and filed a Compromise Petition dated 18-7-92 before this Court on 2-1-1993. Workman admitted the settlement. Parties prayed that no dispute award be passed. Following are the terms of settlement :—

TERMS OF SETTLEMENT

1. It is agreed by the parties to re-appoint Shri Dwarika Prasad Srivas as Mechanical Fitter, Cat. VI on initial basic of NCWA. IV within 10 (ten) days of the signing of the settlement subject to medical fitness.
2. He can be posted to any unit of Johilla Area on re-employment.

3. Shri Dwarika Prasad Srivas shall not be entitled for any back wages for the period of his idleness from 22-2-1979 to till the date of his re-instatement.
4. The case shall not be cited as precedence. He will not raise any dispute over the issue in future.
5. A copy of the settlement shall be filed before the tribunal by the parties jointly for consent award.

3. The Schedule to the reference for adjudication is with regard to the re-employment of the workman concerned. Since the dispute reference to this Tribunal is settled, settlement is accepted being just and proper, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का. आ. 702 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल. के प्रबन्धन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करनी है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल - 22012/393/91 - आई आर (सी - II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 702.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd., and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/393/91-IR(CII)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT/LC(R)(211)/1991

BETWEEN

Shri Ram Bahori S/o Dawan represented through the Vice President, National Colliery Workers Federation, P.O. Rajnagar Colliery, District Shahdol (MP).

AND

The Sub-Area Manager, Rajnagar Sub-Area, W.C.L., P.O. Rajnagar Colliery, District Shahdol (MP). 484 446.

Presided in.—By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman.—Shri G. P. Sharma.

For Management.—Shri L. B. Singh.

INDUSTRY : Coal Mines. DISTRICT : Shahdol (MP).

AWARD

Dated, the 24th January, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/

393/91-IR (C-II) dated 8-11-1991 for adjudication of the following industrial dispute :—

SCHEDULE

“Whether the action of the management of Rajnagar Colliery of Hasdeo Area of S.E.C.L. in dismissing from services of their workman Shri Ram Bahori S/o Dawan, Clipper, New Rajnagar Colliery w.e.f. 10-11-87 is legal and justified? If not, to what relief the concerned workman is entitled to?”

2. Parties were noticed to file their respective statement of claims. Statement of claim has been filed on behalf of the workmen by the Union. The case was fixed for filing the statement of claim by the management. However, good sense prevailed in parties and they have settled the matter mutually and filed a Settlement on 2-1-1995 and verified the same by the parties. Terms of Settlement are as under :—

TERMS OF SETTLEMENT

- (1) Agreed that Sri Rambahori S/o Dawan, Ex-Clipper of New Rajnagar Colliery of Hasdeo Area will be reinstated on the job held prior to his dismissal from services i.e. Clipper under NCWA-IV with immediate effect.
- (2) Agreed that no back wages and consequential benefits will be paid to Sri Rambahori for the period between the date of his dismissal to the date of his joining duty on reinstatement, but he will be treated in continuity of services for the purpose of Gratuity only.
- (3) Agreed that the basic pay of Sri Rambahori will be fixed as per NCWA-IV along with annual increments.
- (4) Agreed that the dispute is fully and finally resolved on account of the above settlement and the union/workman further agreed that the issue settled herein will not be raised at any forum before any authority.
- (5) Agreed that he will produce Identity Card or attested Photographs to the competent authority at the time of joining for proper identification.
- (6) Agreed that the copy of the settlement will be sent to appropriate authority for registration and will also be filed before the Hon'ble Presiding Officer, CGIT, Jabalpur for passing award on the above lines of Settlement.

3. The above terms of Settlement appears to be just and proper. In view of the above terms of settlement no dispute is hereby passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का. आ. 703 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन सी एल सी एम पी डी आई (बिलासपुर) के प्रबन्धन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करनी है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल - 22012/321/90 - आई आर (सी - II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 703.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in

the industrial dispute between the employers in relation to the management of N.C. Ltd., C.H.P.D.I. Bilaspur and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/321/90-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT[LC(R)(24)]1991

BETWEEN

Shri Gajendra Singh S/o Shri Chitrabhan Singh, R/o Bhatgaon, Post Bhatgaon, District Raipur (MP)-493 222.

AND

The Regional Director, C.M.P.D.I., M. V. Market, Near New Bus Stand, Bilaspur (MP).

Presided in.—By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman.—Himself.

For Management.—Shri A. K. Shasi, Advocate.

INDUSTRY : CMPDI DISTRICT : Bilaspur (MP)

AWARD

Dated, the 3rd February, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/321/90-IR(C-II) dated 15-2-1991 for adjudication of the following industrial dispute : —

THE SCHEDULE

Whether the management of CMPDI Ltd. Bilaspur is justified in stopping Sri Gajendra Singh S/o Chitrabhan Singh, Casual Labour at Chall Camp, Distt. Raigarh w.e.f. 22nd September, 1988. If not, to what relief the workman concerned is entitled to ?

2. The workman has not filed the statement of claim. The workman inspite of more than 10 opportunities in for more than 3-1/2 years to file the statement of claim, statement of claim has not been filed and ultimately he stopped appearing in the case.

3. Consequently, it is clear that the workman is not interested in establishing his case. Consequently, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का. आ. 704 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस्. ई. सी. एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अन्तर्ध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल - 22012/308/91 - आई आर (सी - II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 704.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in

the industrial dispute between the employers in relation to the management of W.C. Ltd., and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/308/91-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT[LC(R)(197)]1992

BETWEEN

The General Secretary, Lal Jhanda Coal Mines Mazdoor Union, Anand Bhawan, Banapeth Ward, Chandrapur (MS).

AND

The Chief General Manager, W.C.L. Chandrapur Area, Chandrapur; General Manager, Wani Area, W.C.L. Chandrapur (MS) & General Manager, W.C.L. Ballarpur Area, Chandrapur (MS).

Presided in.—By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Union.—None.

For Management.—Shri B. N. Prasad, Advocate.

INDUSTRY : Coal Mine, DISTRICT : Chandrapur (MS).

AWARD

Dated, the 30th January, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/308/91-IR (C-II) dated 17-9-1992 for adjudication of the following industrial dispute : —

THE SCHEDULE

"Whether all the workers working with Chief General Manager, W.C.L. Chandrapur Area, General Manager, Ballarpur Area, general Manager, W.C. Ltd., Wani Area, being approximately twenty-five thousand are entitled to get the holiday dated 14-11-89 on the eve of the centenary year of Late Prime Minister, Pandit Jawaharlal Nehru ? If not, then to what relief they are entitled to ?"

2. The Union did not appear inspite of repeated notice served. The statement of claim was not filed by the Union. The minor dispute of the entitlement of holiday on 14-11-89 on the eve of centenary year of Late Prime Minister Pandit Jawaharlal Nehru was raised under the reference and it appears that the claim of the entitlement of one day leave has been given up by the Union and they do not want to pursue the reference. Consequently, no dispute award is passed. No order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का. आ. 705 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अन्तर्ध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल - 22012/417/91 - आई आर (सी - II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 705.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd., and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/417/91-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT/LC(R)(122)/1992

BETWEEN

Shri Lalla S/o Premlal, represented through the General Secretary, M. P. Koyala Mazdoor Sabha (HMS), P.O. South Jhagrakhand Colliery, District Surguja (MP).

AND

The Sub-Area Manager, Jhimar Sub-Area of S.E.C.L. P.O. Jhimar Colliery, District Shahdol (M.P.).

Presided in.—By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman.—Shri Nathulal Pande.

For Management.—Shri L. B. Singh.

INDUSTRY : Coal Mines. DISTRICT : Shahdol (MP.)

AWARD

Dated, the 24th January, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/417/91-IR(C-II) dated 17-6-1992 for adjudication of the following industrial dispute :—

THE SCHEDULE

"Whether the action of the Sub Area Manager, Jhimar Sub Area of S.E.C. Ltd., P.O. Jhimar Colliery, dist. Shahdol, in dismissing Shri Lalla S/o Premlal, Loader, from Company's services is legal and justified ? If not, to what relief is the workman entitled to ?"

2. Parties have not filed their respective statement of claims. However, they have filed a Settlement on 2-1-1995, verified the same and accepted. Following are the terms of Settlement :—

TERMS OF SETTLEMENT

1. It is agreed that Sri Lalla S/o Premlal, Ex-Loader, South Jhimar Colliery will be reinstated with immediate effect and posted at Bihuri Sub Area as General Mazdoor Cat. I in the scale of Rs. 38,47-0. 70-48.27 under NCWA-IV with initial start of Rs. 38.47.
2. It is agreed that no back wages and consequential benefits will be paid to Sri Lalla for the period between 31-5-86 to till the date of his joining duty on the principle of 'No work no pay' but he will be treated in continuity of services for the purpose of Gratuity only.
3. Agreed that the dispute fully and finally resolved on account of the above settlement and the union/workmen further agreed that the issue settled herein will not be raised at any forum before any authority/any Govt. Machinery.
4. Agreed that Sri Lalla S/o Premlal, Ex-Loader of South Jhimar Colliery will produce Identity Card or attested photographs to the Competent Authority at the time of Joining duty for proper identification.

5. Agreed that Sri Lalla S/o Premlal will submit attestation form in duplicate (copy enclosed).

6. Agreed that the copy of the settlement will be sent to appropriate authority for registration and will also be filed before the Honble Presiding Officer CGIT, Jabalpur for passing award on the above lines of settlement.

3. The aforesaid terms of Settlement are just and proper and in view of the settlement no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का. आ. 706.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल. के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं एल - 22012/275/92 - आई आर (सी -II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 706.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd., and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/275/92-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT/LC(R)(45)/1993

BETWEEN

Shri Shishram represented through the General Secretary, National Colliery Workers Federation, P.O. South Jhagrakhand Colliery, District Surguja (MP).

AND

The Sub-Area Manager, Jhagrakhand R.O. of S.E.C.L. Post Jhagrakhand Colliery, District Surguja (MP).

Presided in.—By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman.—Shri G. P. Sharma.

For Management.—Shri L. B. Singh.

INDUSTRY : Coal Mines. DISTRICT : Surguja (MP).

AWARD

Dated, the 24th January, 1993

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/275/92-IR (C-II) dated 25-2-1993 for adjudication of the following industrial dispute :—

THE SCHEDULE

"Whether the action of the Manager, South Jhagrakhand Colliery of M/s. S.E.C. Ltd., in terminating the services of Shri Shishram w.e.f 1-6-87 is legal and justified ? If not, to what relief the concerned workman is entitled to ?"

2. Parties were noticed to file their respective statement of claims. But instead of filing the statement of claim parties have stated on 2-1-1995 that the workman concerned is given employment. Parties have also filed certain documents which show that the workman has got employment. Consequently, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का. आ. 707.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.ल. के प्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-22012/199/93—आई आर (सी- II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 707.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 13-2-95.

[No. L-22012/199/93-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT/IC(R)/(216)/1993

BETWEEN

Shri Mangloo S/o Bhokloo represented through the Secretary, Rashtriya Koyala Khadan Mazdoor Sangh, P.O. Rajnagar Colliery, District Shahdol (MP)-471625.

AND

The Sub-Area Manager, Rajnagar R/o of SECL, P.O. Rajnagar, District Shahdol (MP).

PRESIDED IN :-By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman.—Shri T. Kashinath.

For Management.—Shri L. B. Singh.

INDUSTRY : Coal Mines. DISTRICT : Shahdol (MP).

AWARD

Dated, the 24th January, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/199/93-IR-C.II, dated 4-10-1993 for adjudication of the following industrial dispute :—

THE SCHEDULE

"Whether the action of the Sub-Area Manager, Rajnagar R.O. of Hasdeo Area of SECL in dismissing Shri Mangloo S/o Bhokloo, Lader-cum-Dresser Rajnagar Colliery from company services w.e.f. 18-11-91 is legal and justified? If not, to what relief the workman is entitled to?"

2. Instead of filing their respective statement of claims for which they were noticed parties have filed a Settlement on 2-1-1995 and verified the same. Following are the terms of Settlement dated 23-2-1994 :—

TERMS OF SETTLEMENT

1. It is agreed that Sri Mangaloo S/o Bhokloo, Ex-Loader/Dresser of Rajnagar R/o Colliery will be reinstated as Loader/Dresser as per NCWA-IV with immediate effect and shall be posted at Rajnagar R/o Colliery of Raj. R/o SA or any other unit under Hasdeo Area as per the requirement.
2. It is agreed that no back wages or consequential benefits will be given to Sri Mangaloo S/o Bhokloo for the period between the date of his termination to the date of his actual joining duty on reinstatement on the principle of 'No work no pay' but he will be treated in continuity of service for the Gratuity purpose only.
3. It is agreed that the dispute is fully and finally resolved under this settlement and the union/workman further agreed that the issue settled herein will not be raised at any forum or before any authority.
4. It is agreed that Sri Mangaloo S/o Bhokloo will produce Identity Card or attested photographs to the Competent Authority at the time of joining duty for proper verification.
5. It is also agreed by Sri Mangaloo S/o Bhokloo that the copy of settlement will also be filed before the Hon'ble Presiding Officer CGIT, Jabalpur for closing the above case in view of the above settlement.
6. It is agreed that the copy of settlement will be sent to appropriate authority for registration.

3. The above terms of Settlement are just and proper and in view of the settlement no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का.आ. 708.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-22012/4/93—आई आर (सी- II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 708.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd., and their workmen, which was received by the Central Government on 13-2-95.

[No. L-22012/4/93-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT/LC(R)(98)/1993

BETWEEN

Shri Radheyshyam Dubey represented through the General Secretary, M.P.K.M.S. (HMS) P.O. South J.K.D. Colliery, District Surguja (MP).

AND

The General Manager, Hasdeo Area of S.E.C.L. P.O. South J.K.D. Colliery, District Surguja (MP).

PRESIDED IN—By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman.—Shri T. Kashinath.

For Management.—Shri L. B. Singh.

INDUSTRY : Coal Mines. DISTRICT : Surguja (MP).

AWARD

Dated, the 24th January, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/4/93-IR (C-II) dated 29-4-1993 for adjudication of the following industrial dispute :—

THE SCHEDULE

"Whether the action of Sub-Area Manager, Agent, South Jhagrakhand Sub-Area of Hasdeo Area of SECL in not allowing duty to Shri Radheyshyam Dubey S/o Tribhuwan Dubey, Tipper Driver under suspension since 11-4-85 and not making payment of subsistence allowance to him is legal and justified? If not, to what relief the workman is entitled to?"

2. Parties were noticed to file their respective statement of claims. But instead of filing the statement of claim parties have filed the Settlement and verified the same on 2-1-1995. Following are the terms of Settlement :—

TERMS OF SETTLEMENT

1. It is agreed that Shri Redhey Shyam Dubey S/o Tribhuwan Dubey will be regularised with immediate effect as General Mazdoor in Cat. I in the scale of pay of Rs. 38.47-0. 70-48.27 under NCWA-IV with initial start of Rs. 38.47 and posted at Kurja Sub-Area.
2. It is agreed that the 70 per cent of the total amount will be paid to Shri Radhey Shyam Dubey, w.e.f. 11-4-85 to till date as Cat. I Mazdoor's wages as per NCWA-III and NCWA-IV towards the subsistence allowance etc.
3. It is agreed that the above amount will be paid to Shri Radhey Shyam after obtaining approval from SECL HQ, Bilaspur.
4. Agreed that Shri Radhey Shyam Dubey will be referred for medical examination and after being found medically fit, he will be regularised from the actual date of joining his duty at the place of posting.
5. Agreed that the dispute is fully and finally resolved on account of the above settlement and the workman/union further agreed that the issue settled herein will not be raised at any forum before any authority.
6. Agreed that Shri Radhey Shyam Dubey and the General Secretary, MPKMS (HMS) will withdraw the case No. CGIT/LC(C)/814/92 filed under sec. 33-C(2) of the I.D. Act and as well as reference case which has been referred to CGIT, Jabalpur, vide order No. L-22012/4/93-IR-(C-II) dated

29-4-93 of Shri Raja Lal Desk Officer, Ministry of Labour, New Delhi, and all other cases/claims pending in different Courts/authorities, if any.

7. Agreed that no any cost will be paid to the union workman towards the cases filed/referred to CGIT, Jabalpur, and any other case/claims pending in different Court/authorities, if any.
 8. Agreed that Shri Radhey Shyam Dubey will produce Attested photographs to the Competent Authority at the time of joining for proper identification.
 9. Agreed that the copy of the settlement will be filed before the Presiding Officer, CGIT, Jabalpur for passing award on the above lines of settlement and the money will be deposited with the RLC(C), Jabalpur for payment.
 10. That Shri Radhey Shyam Dubey will submit the enclosed Attestation Form in two copies.
 11. Agreed that the copy of the settlement will be sent to appropriate authority for registration of the same under I.D. (C) Rules, 1957.
3. The above terms of Settlement are just and proper. Award is passed in terms of Settlement. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का.प्र. 709.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्ड्यूसीएल. के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-22012/80/92 - आई आर (सी -II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 709.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/80/92-IR(C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT/LC(R)(173)/1992

BETWEEN

Shri Laxman Bhadu, Mech. Fitter, represented through the Secretary, Lalzanda Coal Mines Mazdoor Union (CITU) Lal Chowk, Sillewara, District Nagpur (MS)-441109.

AND

The Sub-Area Manager, Pipla Group of W.C. Ltd., Pipla, Tah. Saoner, District Nagpur (MS)-440001.

PRESIDED IN: By Shri Arvind Kumar Awasthy

APPEARANCES :

For Workman : None.

For Management: Shri A. K. Shashi, Advocate.

INDUSTRY : Coal Mines. DISTRICT : Nagpur (MS).

AWARD

Dated, January 30, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/80/92-IR (C-II) dated 31-7-1992 for adjudication of the following industrial dispute:—

SCHEDULE

"Whether the action of the management of Pipla Sub-Area of W.C. Ltd., in denying promotion to Shri Laxman Bhadu, Mech. Fitter, from Cat. IV to Cat. V is legal and justified? If not, to what relief the concerned workman is entitled to?"

2. In spite of the repeated opportunities granted to the parties to file the statement of claim, neither the workman nor the management has filed any statement of claim and on 11-1-95 management informed the Tribunal that the management has given promotion to the workman. Reference was whether the management legally denied the promotion to the workman.

3. Absence of the workman and the fact that he has not filed the statement of claim clearly goes to show that he has no dispute in respect of the terms of reference.

4. Consequently, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का. आ. 710 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उद्ध्यु.सी.एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल - 22012/494/90-आई आर (सी - II)]

राजालाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 710.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/494/90-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT/LC(R)(78)/1991

BETWEEN

Shri Darvesh S/o Budhoo, Ex-Tub Loader, Rawanwara Colliery, Jatachapa Kua Line, Post Jatachappa, District Chhindwara (MP).

AND

The Manager, Rawanwara Colliery, Post Parasia, District Chhindawar (MP).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : None.

For Management : Shri A. K. Shasi, Advocate.

INDUSTRIAL : Coal Mines. DISTRICT : Chhindwara (MP).

AWARD

Dated, January 30, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/494/90-IR(Coal-II) dated 16-4-1991 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the action of the management of Manager, Rawanwara Colliery of WCI., Pench Area, P.O. Parasia, District Chhindwara (M.P.) in terminating the services of Shri Darvesh S/o Budhoo, tub-loader of Rawanwara Colliery of Western Coalfields Ltd., Pench Area, Jatachapa Kua Line, P.O. Jatachapa, District Chhindwara (M.P.) under clause 19 of the Standing Order as lost lien automatically on his appointment from 11-7-84 is proper and justified? If not, to what relief are the said workman entitled to?"

2. The case of the management is that the workman was appointed in the year 1981 as Badli Tub-loader and from 16-5-84 he was absent unauthorisedly without any information and the permission and the workman did not turn up for duty in spite of repeated notice sent to him. The contention of the management is that in view of the provisions of Clause 19 of Standing Orders the services of the workman were terminated without any enquiry and the workman is not entitled for reinstatement.

3. In spite of repeated notice sent to the workman, the workman has not filed statement of claim.

4. The workman has raised dispute after five years of termination of his service. A similar dispute was raised by the BMS Union on behalf of the workman and his case was withdrawn. The workman was absent without intimation for more than 30 days and it is clear that in the preceding years 1982 and 1983 he was also a habitual absentee. In this back drop the action of the management in terminating the service of the workman is just and proper and the workman is not entitled for any relief.

5. Consequently, no dispute award is passed in favour of management and answered in affirmative.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का. आ. 711 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 17 के अनुसरण में केन्द्रीय सरकार उद्ध्यु.सी.एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल - 22012/247/93-आई आर (सी- II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 711.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/247/93-IR C-II]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case Ref. No. CGIT/LC(R)(233)/1993

BETWEEN

Shri Joy Thomas S/o P. V. Thomas represented through
the Organising Secretary, B.K.K.M.S., (BMS) Vishwa-
karma Bhawan, Post Parasia, District Chhindwara
(MP).

AND

The Project Officer, Tandsi Project of W.C.L., P.O.
Tandsi, Rampur District (M.P.).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Shri Yadav.

For Management : Shri Chandok.

INDUSTRY : Coal Mines. DISTRICT : Rampur (MP).

AWARD

Dated. January 30, 1995

This is a reference made by the Central Government in
the Ministry of Labour vide its Notification No. L-22012/
247/93-JR(C-II) dated 27-10-1993 for adjudication of the
following industrial dispute :—

SCHEDULE

“Whether the action of the management of Dy. C.M.E.
Tandsi Project of WCL, P.O. Rampur, Tah. Junnar-
deo, district Chhindwara in not regularising Shri Joy
Thomas S/o P. V. Thomas, Clerk of Tandsi Project
as Spl. Grade Clerk/Sr. Clerk is justified? If not,
to what relief the workman is entitled to?”

2. Parties have filed the Settlement and as the management
has regularised the services of the workman and given him
promotion, the settlement is held to be just and proper.
Parties have verified the Settlement and accepted. Following
are the terms and conditions of Settlement :—

TERMS AND CONDITIONS

1. It is agreed by the management that Shri Joy Thomas,
Clerk Gr. II, Tandsi Project will be promoted in
Clerk Gr. I with immediate effect. His seniority
in the grade should be deemed effective notionally
w.e.f. 1-1-93. No arrears will be paid on this
account.
2. It is agreed by both the parties to file this settlement
before the CGIT, Jabalpur for giving a consent
award in connection with the case No. CGIT/R/
233/93 pending before the CGIT.
3. The union will not raise any dispute in future regard-
ing back date promotion as well as seniority for
the post of Clerk Gr. I.
4. The union will not quote this as a precedence in any
other case.
5. This is full and final settlement about the case of
Shri Joy Thomas Clerk, Tandsi Project.
3. In view of the Settlement no dispute award is passed.
Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का. आ. 712 :- औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय
सरकार एस. ई. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और
उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के
पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकारको 13-2-95
को प्राप्त हुआ था।

[सं. एल - 21012/4/87 - डी - III (बी)]

राजालाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 712.—In pursuance of Section 17 of the Industrial
Disputes Act, 1947 (14 of 1947), the Central Government
hereby publishes the award of the Central Government In-
dustrial Tribunal Jabalpur as shown in the Annexure in the
industrial dispute between the employers in relation to the
management of S.E.C. Ltd. and their workmen, which was
received by the Central Government on the 13-2-1995.

[No. L-21012/4/87-D III(B)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

CASE REF. NO. CGIT/LC(R)(163)/1987

BETWEEN

Shri Puniram, represented through the General Secretary,
M.P.C.W.F. South JKD Colliery, District Surguja
(MP).

AND

The Sub-Area Manager, South JKD Sub-Area, P.O. south
Jhagrakhand Colliery, District Surguja (MP).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For workman : Shri G. P. Sharma.

For Management : Shri L.B. Singh.

INDUSTRY : Coal Mine. DISTRICT : Surguja (MP).

AWARD

Dated : January 30, 1995

This is a reference made by the Central Government in
the Ministry of Labour vide its Notification No. L-21012/4/
87-D. III(B) Dated 24-8-1987 for adjudication of the follow-
ing industrial dispute :—

SCHEDULE

“Whether the stoppage of work w.e.f. 1-9-1985 and non-
regularisation of Shri Puniram as Casual Mazdoor
by the Sub Area Manager, South Jhagrakhand sub
Area of S.E.C.L., P.O. South Jhagrakhand Colliery,
Dist. Surguja is justified or not? If not, to what
relief the workman is entitled for?”

2. Statement of claim written statement and rejoinder filed
by the parties and the parties at the stage of evidence filed
the Settlement and verified the same and it is just and proper.
Following are the terms of Settlement :—

TERMS OF SETTLEMENT

1. Agreed that Sri Puniram S/o Pheru will be regularised
on co.'s roll as General Mazdoor Cat. I under the
pay scale of Rs. 33 47-0.70-48.27 of NCWA IV with
immediate effect and posted at Kurja UG Project.
2. Agreed that no back wages will be paid to Sri Puniram
S/o Pheru up to the date of joining duty.
3. Agreed that the dispute is fully and finally resolved
on account of the above settlement and that the
union/workman further agreed that the issue settled
herein will not be raised at any forum before any
authority.

4. Agreed that the copies of settlement will be sent to appropriate authority for necessary registration as well as Hon'ble Presiding Officer, CGIT, Jabalpur for passing the award on the lines of the terms of settlement.

3. The aforesaid terms of settlement are just and proper and no dispute award is hereby passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 15 फरवरी, 1995

का.आ. 713.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एमईसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल - 22012/180/91 - आईआर (सी - II)]

राजालाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 713.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd and their workman, which was received by the Central Government on the 13-2-1995.

[No. L-22012/180/91 IR (CII)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

CASE REF. NO. CGIT/LC(R)(12)/1992

BETWEEN

Shri John Freeman S/o Shri E.H. Papachan, Jaraha Bata, Post(Distt. Bilaspur (MP).

AND

The General Manager, Chirimiri Area of S.E.C., P.O. West Chirimiri Colliery, Distt. Surguja (MP).

PRESIDED IN BY :

Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Himself.

For Management : None.

INDUSTRY : Coal Mines DISTRICT : Surguja (MP).

AWARD

Dated : February 3, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/180/91-JR(C-II) dated 8-1-1992 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the action of the management of Dy. General Manager (AH) Chirimiri Area of SECL in dismissing from services of their workman Shri John Freeman, Security Guard, GM Office, Chirimiri, is legal

and justified? If not, to what relief the workman is entitled to?"

2. The workman has not filed the statement of claim. However, on 24-1-1995 the workman informed the Court that he does not want to pursue the reference because similar reference is again made by the Ministry of Labour and which is registered as Ref. No. 50/91.

3. In view of the submission of the workman that he does not want to pursue this reference as the similar reference by the Ministry of Labour is made, proceedings are hereby dropped and the reference is closed. No order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 15 फरवरी, 1995

का.आ. 714.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एमईसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-22012/333/91आईआर(सी-II)]

राजालाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 714.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on the 13-2-95.

[No. L-22012/333/91-JR (CII)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

CASE REF. NO. CGIT/LC(R)(15)/1992

BETWEEN

Shri Hari Charan represented through the General Secretary, Koyala Shramik Sabha (HMS), Korba Colliery, District Bilaspur (MP)-495677.

AND

The General Superintendent, Central E & M Workshop, S.E.C.L., Korba, P.O. Korba Colliery, District Bilaspur (MP)-495677.

PRESENTED IN BY :

Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : None.

For Management : Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Bilaspur (MP).

AWARD

Dated : February 3, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/

333/91/IR(C-II) Dated 15/17-1-1992 for adjudication of the following matter of dispute :—

SCHEDULE

"Whether the management of Central E & M Workshop, SEC Ltd., Korba, Bilaspur, justified in not designating Sri Hari Charan S/o Parmeshwar as a General Mazdoor Cat. II? If not, to what relief the workman concerned is entitled to?"

2. Workman has not appeared inspite of issuance of repeated notices to him. Management has filed the Office Order dated 10/14-9-1992 whereby the workman was redesignated as General Mazdoor Cat. II. The reference was regarding the designation of the workman as General Mazdoor Cat. II. Consequently, it is clear that the workman on account of the compliance of the terms of reference is not interested in pursuing the matter.

3. Consequently, on account of the order of the management dated 10/14-9-92 the reference has become infructuous and no dispute award is passed. It is disposed of accordingly.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 15 फरवरी, 1995

का.प्र. 715.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्डस्ट्रि सी एल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल.-22012/113/92 आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 715.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabal Pur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W. C. Ltd. and their workmen, which was received by the Central Government on 13-2-95.

[No. L-22012/113/92-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE REF. NO. CGIT/LC(R)(165)/1992

BETWEEN

Shri Tukaram Ramchandra, Driver, represented through the General Secretary, Bhartiya Koyla Khadan Mazdoor Sangh, H. No. 542, Dr. Munje Marg, Congress Nagar, Nagpur-12 (MS).

AND

The Sub-Area Manager, Pipla Colliery of W. C. Ltd, Pipla, District Nagpur (MS).

PRESIDED IN BY:

Shri Arvind Kumar Awasthy.

APPEARANCES:

For Workman: None.

For Management: Shri A. K. Shasi, Advocate.

INDUSTRY: Coal Mines DISTRICT: Nagpur (MS).

AWARD

Dated: the January 30, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/113/92 IR(C-II) dated 20-7-1992 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the action of the management for not regularising the services of Shri Tukaram Ramchandra, Driver, Pipla Colliery and also not granting annual increments, pay protection w.e.f. 1-1-87 is proper and justified? If not, to what relief he is entitled to?"

2. Workman and the management has not filed the statement of claim and the written statement. Notice was issued to the workman for filing the statement of claim on 27-1-92 and 30-8-94. The workman remained absent even after the notice to him about the date by the management. The workman has raised the minor dispute on account of annual increment and it appears that the workman is not interested in pursuing the case. Consequently, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का.प्र. 716.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्डस्ट्रि सी एल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल.-22012/117/92-आईआर(सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 716.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabal Pur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W. C. Ltd. and their workmen, which was received by the Central Government on 13-2-95.

[No. L-22012/117/92-IR C-II]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)
CASE REF. NO. CGIT/LC(R)(158)/1992

BETWEEN

The General Secretary, Bhartiya Koyla Khadan Mazdoor Sangh, H. No. 542, Dr. Munje Marg, Congress Nagar, Nagpur-12.

AND

The Project Manager, Saoner Area of W. C. Ltd., Saoner, Distt. Nagpur (MS).

PRESIDED IN BY:

Shri Arvind Kumar Awasthy.

APPEARANCES:

For Union: None.

For Management: Shri A. K. Shasi, Advocate.

INDUSTRY: Coal Mines DISTRICT: Nagpur (MS)

AWARD

Dated the January 30, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/117/92-IR (C-II) dated 10-7-1992 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the action of the management of Saoner Colliery of W.C. Ltd., of non-regularisation of the workmen from Cat. I to Cat. IV from the date they have completed 190 days in a year is legal and justified ? If not, to what relief these workmen are entitled to ?"

2. The workmen or the Union has not filed the statement of claim nor the workmen appeared before the Tribunal. Notice to the Union for filing the statement of claim was sent on 20-7-92, 27-8-92 and 16-8-94. It appears that the workmen or the Union is not interested in pursuing the dispute. Consequently, no dispute award is passed, Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का.आ. 717.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-22012/190/91 आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 15th February, 1995

S.O. 717.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W. C. Ltd. and their workmen, which was received by the Central Government on 13-2-95.

[No. L-22012/190/91-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)
CASE REF. NO. CGIT/LC(R)(125)/1991

BETWEEN

Shri Rama S/o Mouji, Trammer, represented through the Organising Secretary, R.K.K.M.S. (INTUC), Post Chandametta, District Chhindwara (MP) 480 447.

AND

The General Manager, Kanhan Area of W.C.I., Post Dungaria, District Chhindwara (MP)-480 553.

Presided by : Shri Arvind Kumar Awasthy.

Appearances :

For Workman : Shri P. K. Banerjee.

For Management : Shri G. S. Kapoor, Advocate.

INDUSTRY : Coal Mines DISTRICT : Chhindwara (MP)

AWARD

Dated the January 30, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/190/91-IR(Coal-II) dated 3-7-1991 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the action of the management of W.C.I., Kanhan Area in dismissing the services of Shri Rama S/o Mouji, Trammer, 33/34 Incline Rakhi Colliery w.e.f. 3-10-1989 is justified and legal ? If so, to what relief the workman is entitled to ?"

2. Parties have not filed the statement of claim and the written statement. Parties have filed the Settlement and they have requested for passing a no dispute award. The Settlement was verified by the Union and the Management. From the perusal of the terms and conditions of the Settlement it is clear that it is just and proper. Following are the terms and conditions of Settlement.

TERMS AND CONDITIONS

1. It is agreed by both the parties that the above six cases will be given for arbitration to Hon'ble Arbitrator Shri S. S. Mishra, Ex-Dy. CPM, WCL, Hqrs. and his decision will be final and binding on both the parties.
2. It is agreed by both the parties that the Arbitrator will be requested to give the Award within 3 months and if necessary, will extend the time limit in consultation with both the parties.
3. It is agreed by both the parties that this settlement will be filed before the CGIT, Jabalpur in above referred six cases with a request to give 'No Dispute Award'.
4. This is full and final settlement in the said referred six cases and union and management will finalise the reference within a week time and submit the various authorities as per law.
3. In view of the terms and conditions of the Settlement the prayer of the parties to pass a no dispute award is accepted. No dispute Award is hereby passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 15 फरवरी, 1995

का.आ. 718.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-95 को प्राप्त हुआ था।

[सं. एल-22012/48/92 आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 15th February, 1995

S.O. 718.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of N. C. Lal and their workmen which was received by the Central Government on 13-2-95.

[No. L-22012/48/92-IR(C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE REF. NO. CGIT/LC(R)(98)/1992

BETWEEN

Shri Amarjeet Singh, represented through the President, M.P.K.K.M.P. P.O. Jaland Colliery, District Sidhi (MP).

AND

The General Manager, Amlori Project of N.C.L. P.O. Amlori, District Sidhi (MP).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Shri Rohit Arya, Advocate.

For Management : Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Sidhi (MP).

AWARD

Dated the January 31, 1995

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-22012/48/92-IR (C-II) dated 21-5-1992 for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the action of the General Manager, Amlori Project of NCL, PO : Amlori, Distt. Sidhi, M.P. in dismissing Shri Amarjeet Singh, Dumper Operator from Company's services is legal and justified ? If not, to what relief is the workman entitled to ?"

2. The notice was issued by the Tribunal on 1-6-92 and the workman appeared on 13-7-92. After 13-7-92 the workman remained present on some hearings, but he did not file the statement of claim. Management has filed the statement of claim and the Settlement dated 16th May, 1994 was filed by the management.

3. From the perusal of the Settlement it is clear that the management has agreed to reinstate the workman. The workman has not appeared in spite of repeated notices, even to verify the Settlement. The Settlement is just and proper. It is clear that the workman is not interested in the case on account of the Settlement with the management on 16th May, 1994.

In view of the Settlement filed by the management and the non-appearance of the workman, no dispute award is hereby passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 20 फरवरी 1995

का.प्र. 719.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार युनिट ट्रस्ट ऑफ इंडिया के प्रबंधन के संबंध में उनके कर्मचारियों के बीच, प्रबंधन में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं-2 बंबई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-95 को प्राप्त हुआ था।

[संख्या एल-12012/272/90-आर्.आर.बी-II]

बी.के. शर्मा, डेस्क अधिकारी

New Delhi, the 20th February, 1995

S.O. 719.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government:

496 GU/95-9

Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Unit Trust of India and their workmen, which was received by the Central Government on 20-2-1995.

[No. L-12012/272/90-IR (B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/12 of 1991

Employers in relation to the management of Unit Trust of India

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri D. D. Naik, Advocate.

For the Workmen—Shri Dongre, Advocate.

Bombay, the 18th January, 1995

AWARD PART I

Shri S. B. Vichare was appointed as a peon in the Unit Trust of India, in ULIP department w.e.f. February 1, 1978. In the course of time, he became a permanent employee.

2. On 20-3-83, the General Manager (Operations) i.e. the management by his order dismissed the workman due to the close of Business on 20-9-83. An appeal which preferred by him was also made with the same consequences on 9-10-87. The conciliation ended in a failure and as a result the Central Government made this reference to this Tribunal in the following terms :

"Whether the action of the management of Unit Trust of India in terminating the services of Shri S. B. Vichare, Peon is justified ? If not, to what relief the workman is entitled to ?"

2. Shri Vichare the workman contended that his termination from the service is contravention of the rules of natural justice, and also Unit Trust of India (Staff Rules) of 1978. He asserted that in the domestic enquiry, the charges which were levelled against him were vague. They were in English and that it was not translated to him in Marathi. He could not understand the same. He pleaded that the proceeding which took place against him were not correct and the principles of natural justice were not followed. It is averred that the documents on which the management relied were not given to the worker in advance. He proceeded to state that the Officer who represented the management was well versed in legal and domestic enquiry matters and as against him no opportunity was given to the workman to represent the case through an Advocate. It is averred that the Enquiry Officer neither explained the charges to the workman nor the proceeding conducted by him were explained to him. He was not informed that he can examine himself as a witness and also produce the witnesses in his support. It is stated that he was not given an opportunity to give his say in respect of the report submitted by the Enquiry Officer. It is denied that the workman admitted the reply. Naturally, the conclusions drawn by the Enquiry Officer on its basis are perverse. It is submitted that the punishment which is awarded to the workman is disproportionate to the charges proved against him.

3. The workman asserted that as per rule 53 of the Unit Trust of India he was to give his statement on or before 31-12-83. On that day his debt was not exceeding the limit. The debt which stands against him is inclusive of interest and the cost. Under such circumstances, the charges which is held to be proved under that head is incorrect. It is denied that he committed any breach of Rule 29.

4. By an additional statement of claim (Exh. 6) the workman contended that the pleas which are taken by him in respect of the first chargesheet also stands taken in the second chargesheet dated 7-10-82. It is averred that it was not his duty to deposit the amount and he cannot be saddled with any committed mis-conduct on account of the failure of depositing any money in the Bank counter, or temporary mis-appropriation of any amount. It is averred that on the contrary the Officer who is alleged to have given the direction for depositing the money in the Bank be taken to task for his illegal act. It is submitted that the punishment of dismissal for alleged temporary misappropriation is harsh and should be set aside. It is submitted that the appeal which was preferred by the workman was also dismissed for various reasons. The workman prayed by the workman for award directing the management to reinstate him to his post with continuity in service from 27-9-83 with back wages and all attendant benefits.

5. The management resisted the claim by written statement at Exh. 3. It is denied that the enquiry was not fair and proper. It is asserted that the procedure for domestic enquiry was followed and the workman was given full opportunity to represent his case. It has denied all the allegations taken by the workman in respect of the domestic enquiry. It is averred that the charges which were levelled against the workman were admittedly proved and the punishment which is awarded to the workman is just and proper. It is submitted that as the workman admitted the charges, in fact there was no need to hold a departmental enquiry but the management chose it to hold the same and which they properly did. It is submitted that if the Tribunal comes to the conclusion that the enquiry is not just and proper then an opportunity may be given to the Trust to lead evidence to justify their action.

6. My Learned Predecessor framed issues at Exh. 4, on 22-12-94. An order was passed to treat issues 2 and 3 as preliminary issues. Those issues and my findings thereon are as follows :

ISSUES

FINDINGS

2. Whether the inquiry held against the workman was not held properly, and the rules of natural justice were not followed ? The enquiry was proper.
3. Whether the findings of the Inquiry Officer of the Disciplinary Authority, verse in and of the Appellate Authority are respect of the departmental enquiry dated 7-8-82 and it is perverse in respect of the departmental enquiry of the charges dated 16-5-83. It is not perverse.

REASONS

7. The workman and the management have filed purchases at Exh. 11 and 12 informing the Tribunal that they do not want to lead any oral evidence in the matter in respect of the preliminary issues I heard the arguments in the matter. The parties relied upon the documents on the record.

8. The workman was chargesheeted for doing acts of misconduct under the Staff Rules of the Trust governing the workman's service conditions by two respective chargesheets dated 7-10-82 (Exh. 5/1) and 16-5-83 (Exh. 5/2). The enquiry in respect of both these chargesheets were repeated. Mr. Alfonso was the Enquiry Officer.

9. It is argued on behalf of the workman that the enquiry is not fair and just and the principles of natural justice were not followed. As against that the management affirmed that the enquiry is fair and proper. Exh. 7/1 is a photostat copy of the proceeding of the enquiry conducted in the charge dated 7-10-82 and Exh. 7/3 is a photostat copy of the proceeding of the enquiry which took

place in the charges levelled against workman dated 16-5-82. From the perusal of these enquiries it reveal that initially the workman was not represented by anybody. He sought adjournments for getting himself represented through the union. The Enquiry Officer granted the same. He then asked the workman in the presence of this representative whether he followed the charges which were levelled against him. He answered in the affirmative. Thereafter he asked whether he admits the charges levelled against him. He admitted the same. The workman had also stated that he admitted all those charges on his very will without pressure from anybody. In the statement of claim, it is not the case of the workman that the admissions by him were due to the undue influence or because of some pressure or force. The Enquiry Officer did rely upon his statement. The Presenting Officer of the management eventhough there was admission of the charges by the workman decided to lead evidence in support of his case. That does not mean that the admissions made by the workman goes against him. The procedure which was followed by the Enquiry Officer till this is perfectly legal and proper.

10. In Instrumentation v/s. Presiding Officer, Labour Court and another 1988 II, 111 page 222 their Lordships have observed that if there is an admission of the charges then there is no need to hold a domestic enquiry. In that case, the workman accepted the charges in writing. Here in this case it is only the vague denial of the workman that he did not admit the guilt as not sufficient. There is no reason for the Enquiry Officer to observe that the workman had admitted the guilt. It can be further seen that in the written arguments filed by the representative of the workman there is clear admission that the workman had admitted the charges. He had prayed for mercy. Relying on the ratio in the said charge and the circumstances I have narrated above it is very clear that the procedure adopted by the Enquiry Officer is just and proper.

11. Mr. Dongre, the Learned Advocate for the workman raised several points for challenging the fairness of the domestic enquiry. The first point of his argument was that the charges levelled against the workman were vague. While reading the charge the Deputy General Manager had given the circumstances appearing against him. Thereafter he had framed the charges against the workman. The charges dated 7-10-82 are in the following nature : The circumstances appearing against you are as under :

1. On 26th July, 1982 at around 12.45 p.m. an amount of Rs. 400 (Rupees Four Hundred only) received by Money Order from Shri Dulal Saikia, Membership number 80006214, was handed over to you by Shri N. K. Varun Staff Officer Grade 'A' UJIP Department along with a duplicate duclostypled intimation letter. You were instructed to deposit the said amount at the Dena Bank Counter and obtain the receipt from the Bank Counter.
2. In the afternoon of 26th July, 1982 when Shri Varun asked you for the receipt, you informed him that you had deposited the money with the Bank and that you would handover the receipt after sometime. You however did not handover the receipt to Shri Varun on that day.
3. On 27th July 1982 when Shri Varun enquired from you on several occasions whether the money given to you on 26th July, 1982 was deposited at the Dena Bank Counter and the receipt obtained, you informed him that you had deposited the money on 26th July itself and the receipt was in your drawer.
4. Instead of submitting the receipt to Shri Varun, you left the office at around 1.30 p.m. on 27th July 1982 unauthorisedly and did not return for work on that day.
5. On perusal of the Scroll Bank for cash receipt for 26th and 27th July, 1982 at the Dena Bank Counter, it was found that the amount of Rs. 400 given to you by Shri Varun for depositing at the counter was not deposited by you.

6. On 28th July, 1982 at about 10.45 A.M. you returned the cash amount of Rs. 400 alongwith the cyclostyled intimation letter to Shri. Varun which you had earlier stated to have deposited at the Dena Bank on 26th July, 1982 and informed him that you did not deposit the same on 26th July and 27th July, 1982.

The following charges are therefore levelled against you had you had acted :

- (a) In a manner unbecoming of an employee by misappropriation of the Trust's money with you for two days and informing your officer that you had actually deposited the cash at the Dena Bank counters on 26th July, 1982, thereby attempting to cheat the trust.
- (b) In a manner prejudicial to the interest of the Trust which is an violation of Staff Rule 29 of the Unit Trust of India (Staff) Rules, 1978.
- (c) In a manner subversive of discipline having committed an act of misconduct by leaving the office at 1.30 p.m. on 27th July, 1982 unauthorisely in violation of Staff Rule 26 of the Unit Trust of India (Staff) Rules, 1978.
- (d) In breach of Rule 27 of the Unit Trust of (Staff) Rules, 1978 viz. having wilfully disobeyed lawful and reasonable instructions from superior in the matter of depositing cash at the Dena Bank counter.

12. After giving there those charges it is very clear that they are clear in terms and there is no ambiguity in it. I do not find any vagueness in the same.

13. The argument on behalf of the workman was that the language of the enquiry was in english and the workman did not follow the same, is not correct. It is because the statement of claim is signed by the workman in english. Furthermore, he was represented through the union representative who was well versed with all the domestic enquiry. It can be further seen that the domestic enquiry recorded is also signed by the workman in english.

14. The Learned Advocate for the workman Shri Dengre placed reliance on Kumar Ram Nandan v/s. Fluid Power (P) Ltd. and Ors. 1989 II CLR 269. That was a case where in their Lordships observed that The cardinal principles of labour jurisprudence enjoin upon an employer to hold a domestic enquiry against a workman honestly and bona fide with care and caution that such an enquiry does not become an empty formality. It is an elementary principles for labour law that while holding domestic enquiry rules of natural justice must be faithfully followed and fair play strictly ensured. But nothing that is fair, just, proper and in accordance with the principles of natural justice was ensured and observed here. We thus find in this case that the action of the first respondent in to dismissing the petitioner from service which was converted by the Second respondents into an order of discharge simpliciter has got to be set aside and the petitioner should be reinstated in his original position with full back wages and continuity in service. But that was a case where the enquiry was conducted in english where both the petitioners had requested that it may be conducted in Marathi or Hindi. The use of english language in the domestic enquiry when the workman does not know english should be avoided and disobeyed. The enquiry should be properly followed by the workman. But here in this case there is no demand from the workman that the enquiry should be conducted in Marathi. On the contrary it appears that the submissions made by the representative of the workman are in english. He has signed it in english. For all these reasons the ratio given in this authority is not fair. This ground does not hold any water.

15. Mr. Dongre the Learned Advocate for the workman argued that the documents on which the management relied were not given to the workman. This appears to be correct. It is tried to argue that it has not caused any injustice to the workman. I am including this submission here because

the workman had accepted the charges. Furthermore the documents on which the management relied upon were well known to the workman and in the first case it was a form given to the workman for depositing the amount in the Bank which he did and returned it back. And the other document is a decree of the small causes court, Bombay. In the earlier charges, the fact that he had not deposited the amount is not at all disputed by him. He appears to be aware which is his duty and which is not his duty. So far as the decree of the small causes court is concerned the workman was a party to it and on its basis only the proceeding was started. Under such circumstances, I do not find that while holding a domestic enquiry by him not giving the documents by him any injustice is cause or that the principles of natural justice was not followed.

16. There is no charge the workman that the charges were not explained to him i.e. the workman. From the enquiry proceedings it appears that the workman followed the charges which were levelled against him and they were read over to him. It is not that he did not follow the same. If he would not have followed the same then in that case, it was the duty of the Enquiry Officer to make him understand the same.

17. From the enquiry proceedings which are at Exh. 7/1 and 7/3, it is clear that the workman was given ample opportunity to cross-examine the witnesses and he was also given an opportunity to examine himself and to state whatever he wanted to state in reply to the enquiry. It can be further seen that the workman was given an opportunity to prefer representation on the penalty proposed to be imposed on him. He made a representation to that effect. It is tried to suggest that a notice was to the workman in respect of the proposed punishment. I do not find any substance in it. The fact that he has preferred a representation means that he received the notice.

18. It is argued on behalf of the workman that the work which was asked to the workman namely depositing the amount of money in the Bank was not his work. He showed his willingness to do the same and in such a case, even if the charges are held to be proved, against the workman, the punishment imposed on him is disproportionate. No doubt in the domestic enquiry it is tried to bring on the record from the witness that such a type of workman was done by the peon. There is no duty list of the peon on the record showing that such a work was carried out by the peon.

19. After perusal of Section 53 of the Unit Trust of India (Staff) Rules of 1978, it reveals that the employee who is in debt has to furnish the statement of his position half yearly on the 30th June and 31st December. An employee who makes a false statement under this rule or who fails to submit the prescribed statement or appears unable to liquidate his debts within a reasonable time or applies for the protection of an insolvency court shall be liable to be dismissed. So far as the submission of the statement is concerned it is rightly argued on behalf of the workman that the debt did not exceed his pay for 12 months of Rs. 3840. The original debt was of Rs. 2423 and the interest was calculated at the rate of 18% p.a. The debt appears to have exceeded only because the cost is added by the Court as dues payable to the person. It can be further seen that he has produced the letter given by the Advocate of the creditor that the dues are paid by the workman and there are no dues. For all these reasons I find that the findings of the departmental enquiry dated 16-5-83 is perverse. As I have come to this conclusion it is necessary that an opportunity is given to the management to lead evidence which they have claimed in their written statement. In the result I pass the following order :

ORDER

1. The enquiry is fair and proper and the principles of natural justice were followed.
2. The findings in respect of the enquiry dated 7-8-82 is not perverse and is perverse in respect of the enquiry dated 16-5-83.

S. B. PANSE, Presiding Officer

नई दिल्ली, 20 फरवरी, 1995

का.आ. 720.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंटरनेशनल एयरपोर्ट अथॉरिटी ऑफ इंडिया, मद्रास एयरपोर्ट के प्रबन्धन के संबंध में नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-95 को प्राप्त हुआ था।

[संख्या एल-11011/2/89-आईआर (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 20th February, 1995

S.O. 720.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of International Airports Authority of India, Madras Airport and their workmen, which was received by the Central Government on 20-2-1995.

[No. L-11011/2/89-IR(Misc)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU MADRAS

Thiru K. Ponnysamy, M.A.B.L., Industrial Tribunal.

PRESENT :

Thiru K. Ponnysamy, M.A.B.L., Industrial Tribunal.

INDUSTRIAL DISPUTE NO. 65/1991

(In the matter of reference for adjudication under Sec. 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of International Airport Authority of India, Madras and another).

BETWEEN

The Workmen represented by
The Secretary,
International Air Cargo Workers' Union,
Air Cargo Complex, Meenambakkam,
Madras—600027.

AND

1. The Director,
International Airports Authority of India,
Madras Airport,
Meenambakkam, Madras—600027.
2. Airport Industrial Co-operative Service Society,
Limited, rep. by its Special Officer,
No. 1, Anjaneyar Koil Street,
Poonamallee, Madras-600036.

(Amended as per order of this Tribunal in Misc. Appn. No. 370/94, dated 22-11-1994).

REFERENCE :

Order No. L-11011/2/85-IR(Misc.), dated 14-10-1991, Ministry of Labour, Govt. of India, New Delhi.

This dispute coming on for final hearing on Friday, the 2nd day of December, 1994 upon perusing the reference, Claim and Counter statements and all other material papers on record and upon hearing the arguments of Thiru N.C.R.

Prasad, for Tvl. Row & Reddy, S. Vaidyanathan, and R. Kamatchi Sundaresan, Advocates appearing for the workmen and Tvl. Vijayanarayanan & R. Parthiban, Advocates appearing for Management No. 1 and Thiru R. Balakrishnan, Advocate for Management No. 2, and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the Management of International Airport Authority of India, Madras is justified in not absorbing the workers/members of Airport International Cooperative Service Society, their contractor. If not, to what relief the concerned workmen are entitled?"

2. The petitioner has filed this petition praying to pass an award absorbing the workers of the petitioner-union under the 2nd respondent Airport Industrial Co-operative Service Society Limited as permanent workers as the very introduction of the contract system by the 1st respondent Authority was in gross violation of Section 9-A of the Industrial Disputes Act, 1947 and that the workers are entitled to permanency under the Tamil Nadu Conferment of Permanent Status to workmen Act 1981 and it is in violation of Article 14 of the Constitution of India.

3. The case of the petitioner briefly stated is as follows:— About 88 workers are members of the Union. They are packers, loaders, and Supervisors. Details regarding the workers, the dates of their joining, their designations and the number of years of employments are given in the claim statement. On 1-2-1978; the International Air-Cargo Complex was established and the 1st respondent International Air-Port Authority of India (briefly called as IAAI) was appointed as custodian. M IAAI entrusted their functions to M/s. Airfreight Limited. The workers shown in the annexure were initially working under M/s. Airfreight Limited. They were paid monthly wages, House Rent Allowance, and all other allowances as given to permanent workmen. In November, 1985, IAAI took over the functions of International Air Cargo Complex from M/s. Airfreight Limited. At that point of time, the workers were taken by the IAAI as casuals. They became the direct workers of IAAI. They were paid a daily wage of about Rs. 15. Fearing that they will lose their employment, the workers accepted the offer. They also hoped in due course, they will be made permanent employees of IAAI. From November 1985, to July 1986, they were working as direct employees under the 1st respondent IAAI. IAAI were not taking any positive steps for giving them regular employment and further their salary was meagre. In fact, the workers were getting salary of permanent workmen under Airfreight Limited. Therefore, the petitioners were constrained to file W.P. No. 16683/85 wherein they sought for regularisation. The 1st respondent herein threatened that they will disengage the workers, if the workers do not agree to work as contract labourers. Therefore, a Memorandum of compromise was filed to the effect that every effort will be made to engage these workers except by way of direct employment and the workers form a co-operative society and they may be engaged as Contract workers. The petitioner's counsel agreed to that course and the writ petition was disposed of in the above terms. After that, the 2nd respondent Airport Industrial Co-operative Service Society Limited was formed. Therefore, the petitioner was employed allegedly as contract workers. No notice under Section 9-A of the Industrial Disputes Act 1947 was given before effecting the change in status from direct workers to contract workers. There was no Settlement as defined under Section 2(p) of the Industrial Disputes Act, 1947 r/w Section 12(3) of Section 18(1) of the Industrial Disputes Act, 1947. Therefore, the introduction of the alleged contract, when the workers were direct employees is illegal, and contrary to the provisions of the Industrial Disputes Act, 1947.

4. Even after the formation of the 2nd respondent society, the workers were not given the wages as given to the other

permanent workers of IAAI. Even now the workers are performing the very same nature of work of loading, unloading, and packing which they had been doing as direct workers. However, the 1st respondent IAAI failed to regularise the workers' service. Therefore, the petitioners were constrained to raise a dispute on 18-8-1988 for absorbing them as permanent workmen and also to give them the same wages as given to the permanent workmen. After the conciliation, the Petitioners could not arrive at a Settlement. By their order dt. 7-12-1989 the Government declined to refer the dispute. The petitioners gave a letter on 4-3-1990, to reconsider the order. The Govt. once again declined to refer the dispute by their letter dated 25-5-90. The petitioners filed W.P. 10719/90 challenging the order of the Govt. dt. 7-12-1989 declining to refer the dispute for adjudication. In the meanwhile, the petitioners had already filed another writ petition no. 911/1989 for giving them the security of employment and wages as given to the permanent workmen wherein the 1st respondent herein represented that as the petitioners have already raised a dispute under Sec. 2-K of the Industrial Disputes Act, 1947 they can agitate their rights in the dispute. High Court dismissed the above writ petition in the following terms :

"It is open to the petitioners to renew the issues and demands in any proceedings covered under the Industrial Disputes Act, 1947".

Subsequently, W.P. 10719/90 was allowed and the dispute was referred for adjudication. The IAAI the 1st respondent herein, in Calcutta, and Bombay, engage workers directly for loading and unloading and packing operations. But unfortunately, in the case of the petitioner, they were made to work as contract labourers when they had already been absorbed as direct workers in November, 1985. No notice under Sec. 9-A of the Industrial Disputes Act, 1947 was given nor was there any Settlement defined under Sec. 2(p) of the Industrial Disputes Act, 1947 and other relevant provisions of the Industrial Disputes Act, 1947. Hence the action of the 1st respondent was illegal. Apart from that, the 1st respondent is a Govt. of India undertaking. They cannot treat the workers working in Madras in a different manner by getting similar work of loading, unloading and packing done under the alleged contract system. This would be in gross violation of Articles 14 and 16 of the Constitution of India. The Supreme Court in a decision reported in 1991 Supplement (2) SCC Page 565 at 572 had held that there cannot be two service Conditions governing the employees belonging to identical categories even between the different government organisations. However, in the present case, the loading and unloading work are done in the same undertaking, but they are in different places. While the workers in Calcutta and Bombay for the loading and unloading work are engaged directly by the 1st respondent, there is no justification for the 1st respondent to engage the workers at Madras under the alleged Contract System for the past 15 years. The workers are supported on this by the Supreme Court Judgement in Catering Cleaners' Case reported in AIR 1987 SC 777. The workers were working under the 1st respondent for the last 15 years. The workers mentioned in the Annexure were absorbed as direct workers in November, 1985, through as Casuals. When they demanded permanency the Management made them work as 'Contract Labourers' in the end of 1986. They did not give a Notice under Section 9-A of the Industrial Disputes Act, 1947 nor was there a Settlement under Section 12(3) or

Section 18(1) of the Industrial Disputes Act. Hence the change in status from "direct workers" to "contract labour" is illegal and non set in law. They continue to direct labour as per the decision of the Supreme Court in FCI case. The workmen of the Food Corporation of India, M/s. Food Corporation of India reported in 1985 II LLJ Page 4, Further, so-called 'Contract Labour' was a farce.

5. Apart from this, the 1st respondent IAAI are engaging permanent workers for loading and unloading operations and also for packing in Calcutta and Bombay, whereas, the workers of the Petitioner-Union were treated in a different way, when they were in fact direct employees. The action of the 1st respondent is in violation of Articles 14 and 16 of the Constitution of India. The so-called Contract system is in gross violation of Article 14 cannot be taken note of and are workers, as per the Judgement of the Supreme Court in Shanker Mukherji' case (AIR 1990 SC page 532) will have to be directed to be absorbed permanently. All the workers have put in more than 15 years of service under the 1st respondent. Under the conferment of Permanent Status to Workmen Act, the workers are entitled to confirmation, since they have completed 480 days of service within 2 calendar years. Therefore, even on this ground, the workers are entitled to be absorbed as workers of the 1st respondent Authority, because they are direct employees of the 1st respondent Authority. Therefore, this Tribunal may be pleased to pass an Award absorbing the workers of the Petitioner-Union under the 2nd respondent Airport Industrial Co-operative Society Limited as Permanent workers as the very introduction of the contract system by the 1st respondent Authority was in gross violation of Sec. 9-A of the Industrial Disputes Act, 1947 and that the workers are entitled to permanency under the Tamil Nadu Conferment of Permanent Status to Workmen Act, 1981, and it is in violation of Article 14 of the Constitution of India.

6. The defence of the 1st respondent briefly stated is-as follows :

The first respondent namely the International Airport Authority of India, hereinafter referred to as "the Authority" has been created by an Act of Parliament in the year 1972 with certain specific objectives which are laid down in the said Act. In the year 1978, the International Air Cargo complex was established and the Authority was appointed as its custodian. The main facility provided by the Authority in the said Complex was in relation to the import and export of cargo and in movement of cargo in the said Complex, in coordination with the custom authorities established by the G.O. A Company by name M/s. Air Freight Limited which was registered under the companies Act was awarded a contract through which its services were engaged by the Authority for loading and unloading of cargo, and other connection work at the Madras Airport. Subsequently, in the year 1985, the ground handling contract with M/s. Air Freight was terminated and the Authority took over the functions of the said Company. Some of the workmen who were working under the Company were engaged on day today basis by the Authority, depending upon the actual requirements of the Authority on the particular day on which the workers were engaged. These persons filed Writ Petition No. 16683 of 1985 in High Court praying for a Writ Mandamus directing the authority to employ all the workmen who were employed by M/s. Air Freight Ltd., as its employees for the cargo handling operations of the Madras Air Cargo Complex, and to for bear this respondent from recruiting anyone from out-

side. This was filed on an apprehension that the services of those persons would be terminated. In the course of the said proceedings, on behalf of the Authority a memorandum was filed and the High Court passed an order to the effect that the Authority will consider in mitigating the hardship of the ex-loaders and workers of M/s. Airfreight Pvt. Ltd., caused on account of its take over of cargo handling functions by way of regular absorption in the service of the Authority, till such time as the Authority has made its own arrangements on contract basis through a Co-operative Society formed by specified terms and conditions and period as per the policy of the Authority framed from time to time. The said memorandum, being acceptable to the petitioner, was recorded and writ petition was dismissed. Subsequently, the petitioner herein filed Writ Petition No. 5164 of 1986 for directing the Authority to hand over the functions of the ground handling work at the Madras Airport Cargo Complex on mutually agreeable terms to the Airport Industrial Co-operative Society Limited, the 2nd respondent herein, or to absorb the petitioner workmen on permanent rolls of the Authority to maintain the status quo till such absorption. However, the said Writ Petition was dismissed since the counsel for the first respondent as well as the petitioner represented to the Court that the matter has been settled out of Court and the petitioner sought leave of High Court to withdraw the Writ petition. Accordingly shortly after the termination of the Agreement with M/s. Airfreight Pvt. Ltd., the workers formed the 2nd respondent society in 1987 and after mutual discussions, a contract was awarded to the said Society on 11-2-1987 and the same was in force for about 3 years. It expired on 31-8-1989. In the meanwhile, the workers also formed union by the name of International Air Cargo Workers Union in the year 1987, and the members of the said Union who were members of APINSCOL were doing the work of loading and unloading of Cargo for IAAL. They were also the members of APINSCOL after the formation of the 2nd respondent society, the workers were engaged only by the 2nd respondent society, and not by the Authority. There is no direct employee-employer relationship between the Workers and the Authority. This was all done with the full knowledge and consent of the workers and pursuant to a Settlement and mutual discussion and, therefore, no notice under Section 9-A of the Industrial Disputes Act was required to be given. The workers were never direct workers of the Authority and therefore there was no change in their status from direct workmen to contract labourers. The Air Cargo Workers Union consisting of some workmen filed a Writ petition No. 9110 of 1989 against the Authority praying for a Writ or direction directing the Authority to grant service security to the workers of the Union, to treat them on par with the regular employees of the Authority and to give them service benefits and privileges of regular workmen with retrospective effect from the respective dates of joining. The High Court by its order dated 18-12-1989 dismissed the Writ petition stating that it is open to the workmen to renew the issues and demands in any proceedings arising under the Industrial Disputes Act and that the said issues could not be decided under Article 226 of the Constitution. Since the contract between the Society and the Authority expired on 31-8-1989, and since the terms of the agreement could not be agreed upon between the parties, the Authority invited tenders from other organisations for loading and unloading work in the Airport Cargo Complex. At this stage, another petition namely Writ petition No. 19560 of 1990 was filed by the petitioner herein against the Authority praying for the issue of a Writ of Certiorari to quash the tender notice dated 19-11-90. After hearing the arguments of both sides, the High Court not only dismissed the writ petition by its order dated 6-12-1990 but also permitted the Authority to open the tenders. Expressing the opinion that all these matters could be raised only before the appropriate forum constituted under the Industrial Disputes Act. Aggrieved by the said Order, the petitioner herein filed Writ Appeal No. 1256 of 1990. The said Writ appeal was also dismissed by a Division Bench of High Court by an order dated 3-1-1991. In spite of all these orders of the High Court, the petitioner had raised an Industrial dispute on 18-8-88 for absorbing them as permanent workmen and on failure of conciliation, the failure report was sent by the Assistant Commissioner of Labour, to the Government of India. The Government of India by its order dt. 7-12-1990 declined to refer the dispute for adjudication on the ground

there are no prima facie grounds. The petitioner gave a reconsideration petition on 4-3-1990 to the Govt. of India and the Govt. once again declined to refer the dispute by order dated 25-5-1990. Subsequently the petitioner filed Writ petition No. 10719 of 1990 for quashing the order of the Government declining to refer the dispute for adjudication. The High Court directed the Government and it is in these circumstances that the above dispute has come to be referred before this Tribunal. It is not possible for the Authority to categorically state as to how many workers were members of the Union, their date of joining, their designation, the proof of orders of employment etc. which are mentioned in the claim statement. The petitioners must prove that the workmen were paid monthly wages, House rent allowance, and all other allowances as given to permanent workmen. At that stage, the workmen were admittedly employees of M/s. Air Freight Ltd. and there was absolutely no contract or employment between the petitioner-workmen and authority. The workers were purely engaged by the Authority on daily wages on humanitarian grounds for a short period and it was only after mutual negotiations and discussions that it was agreed between the parties that the workers could form a Society which would employ the workmen and that the Society would be given the initial contract for a period of three years. A memorandum to this effect was also filed before the Hon'ble High Court in the Court proceedings in Writ Petition No. 16683 of 1985 and it was on the basis of these proceedings, which was acceptable to both the parties that the High Court dismissed the writ petition after recording the memorandum. It is therefore entirely false to state that the first respondent threatened that they will disengage the workmen if they did not work as Contract labourers. It was also false to state that the first respondent coerced the petitioners to form a Society. The memorandum, having been agreed to by the workman and having received the legal sanction of the High Court, cannot now be set aside on the ground, that the workmen were coerced into accepting the said terms and conditions contained in the memorandum. In fact, it has been admitted that the workmen agreed and that the writ petition was dismissed in the above terms. The petitioners were employed as contract workers. The workmen were employees of the 2nd respondent Society. No notice under Section 9-A of the I. D. Act was necessary since there was no change in their status. Moreover, the workmen having agreed to the course of action before the Hon'ble High Court, now cannot go back on the said agreement which was filed during the course of the proceedings before the High Court. The said agreement can be taken to be a Settlement within the meaning of Section 18(1) of the Industrial Disputes Act and there was no violation of the provisions of the Industrial Disputes Act. It is also incorrect to state that the introduction of the alleged contract is contrary to the provisions of the Industrial Disputes Act. If that was so, the workmen ought not to have agreed to this course of action in writ petition No. 16683 of 1985. After the formation of the 2nd respondent Society, the workmen became the employees of the society, and therefore, the Authority is not concerned with the wages given to the said workmen. If the workmen have any dispute regarding wages, they should raise the same against the 2nd respondent society and not against the Authority. The workmen are not entitled to regularisation of services. A number of factors are to be taken into account while arriving at a decision to entrust the work to a contractor. In Delhi Airport the cargo loading and unloading is handled by a contractor and the workers should do the handling work under the contractor. They have no direct employee-employer relationship with the Authority in Delhi. In the case of Bombay Airport, contract has been given to a ground handling agency to look after the loading work of most of the cargo work through its manpower and the Authority does not have the employer-employee relationship of the said workmen. Such being the case, the petitioner's contention that they were made to work as contract labourers is totally incorrect. The provisions of Section 9-A of the Industrial Disputes Act are inapplicable to the facts and circumstances of this case and therefore no notice was required under the Section. There was no change in their status of contract labour and this was an arrangement agreed upon by both the parties and through their free-will and consent. Further, the question of violation of Articles 14 and 16 of the Constitution would not arise on the facts and circumstances of this case. Each of the International Airports is under the control of the Airport Director and different systems are

followed to each Airport depending upon the local circumstances in each Airport. In Bombay and Delhi, the unloading and packing function is done under a contract system by a ground handling agency and in Calcutta the unloading and packing of export cargo is done by individual shipper cargo agents directly. It is that the judgement of the Supreme Court reported in 1991 Supp. II (SCC at 373) would not have any application to the facts and circumstances of this case. In Bombay Airport, the work of loading and unloading is done by workers who are directly engaged by the first respondent. The relevant facts have also been stated earlier. The judgement of the Supreme Court reported in Air 1987 SC 777 would not have any application to the facts and circumstances of this case. The memorandum filed before the High Court in W.P. No. 16683 of 1985 was accepted by the workmen and has become final and therefore they cannot now turn around and state that they are the permanent workmen under the first respondent. The practical considerations which determine the nature and manner of cargo handling have also been explained above. There is no direct relationship of the employer and employee between the petitioner and the first respondent. At no point of time did the petitioner mention in the annexure that they are absorbed as direct workers and they were not absorbed in November 1985 as casual workmen. The Conferment of Permanent status to workmen Act would not be applicable to the facts and circumstances of this case since the petitioners are not working in the first respondent. If at all, they can claim permanent status against the 2nd respondent. The petitioners are not direct employees of the first respondent and hence they have no right to claim any relief against the first respondent. There is no relationship of an employer/employee between the petitioner and the 1st respondent. Admittedly the relationship of employer and employees is only between the petitioner and the 2nd respondent. The petitioners are not workmen of the first respondent. Hence, there cannot be any industrial dispute between the petitioner and the first respondent. The order of reference itself is incompetent and it is prayed that this Tribunal may be pleased to decide the competency of the reference as a preliminary issue. The agreement between the first respondent and the 2nd respondent is a result of an elaborate, careful, successive round of negotiations held between them in a cordial atmosphere while safeguarding the interests of each party. The petitioners being the members of the 2nd respondent are bound by the terms and conditions of the agreement subsisting between the first respondent and the 2nd respondent. Shri C. Arumugham representing the petitioner is none other than the executive members of the 2nd respondent. It is also significant to note that the long pending issue of renewal of the agreement between the first respondent and the 2nd respondent has been resolved on 25.5.92 by signing a Memorandum of understanding between the first respondent and the 2nd respondent. Based on Memorandum, it was agreed that the National Productivity Council will be appointed to study and evolve norms based for need based productivity linked remuneration parameters within a stipulated time. Accordingly National Productivity Council was appointed and its report was also submitted to the first respondent. Further the arrears of the previous period from 1-8-1989 to 31-8-1990 as well as from 1-8-1991 to 31-8-1991 have already been paid in accordance with the stipulated terms approved by the Head quarters of the first respondent. The petitioner has suppressed all these vital facts which are well documented in the form of various exchange of correspondence and memorandum of understanding etc., with a view to mislead this Tribunal as to actual proceedings that have taken place between the parties. On 27-7-93, a memorandum of Understanding has been reached between the first respondent, 2nd respondent and the Department of Industries of the Government of Tamil Nadu with Shri G. Arumugham representing the 2nd respondent and the workmen who are the petitioners herein regarding the carrying out of loading services at Cargo Complex of the Madras Airport. This Memorandum of Understanding covers all aspects of the work and it is to the satisfaction of all parties and has also been signed by both the parties including the Special Officer of 2nd respondent i.e. M/s. APINCOSL in which the petitioners are also members. Clause (3)(f) of the Memorandum of Understanding reads as under:—

"APINCOSL will arrange to withdraw the cases filed by their members in the Industrial Tribunal or any other legal form seeking regularisation of employment"

In view of these subsequent facts, there are no merits in the dispute. This Tribunal may be pleased to dismiss the above claim.

7. The defence of the 2nd respondent briefly stated is as follows : The 2nd respondent is a registered society under Cooperative Society Act and is a contractor supplying man power as required at various locations of the first respondent. The workers are under the direct control of the first respondent and the 2nd respondent is only a contractor for supply of these labourers to the first respondent who is principal employer. Wages payable to each worker periodically determined by the agreements between the first and second respondent. The first respondent failed to pay the due wages payable to the petitioners and the 2nd respondent has taken steps to recover the same. The petitioners are directly under the control and supervision of the first respondent. Everyday lot of workers are supplied to various locations are made available to the duty officer of the first respondent and only after his acceptance the attendance of the petitioners are marked and the first respondent releases payment only on the basis of the attendance approved by the Duty Officer. All the members of the 2nd respondent are working under the direct control of the first respondent. The various agreements signed by the first respondent and 2nd respondent were not implemented on its letter and spirit contrary to the clause of payment of contract money every month wages has been released on man power basis for the actual labour force supplied. No leave facility was provided to the petitioners. There is a breach of contract by the respondent. The first respondent is due and liable to the 2nd respondent Rs. 3,88,542 for the period from 1-1-93 to 31-8-93 and Rs. 7,96,929 for the period from 1-9-93 to 31-8-94.

8. The issue for decisions : Whether the action of the Management of International Airport Authority of India, Madras is justified in not absorbing the Workers/members of the International Airport Co-operative Society, their contractors. If not, to what relief the concerned workmen are entitled."

9. The Issue : The first respondent is a statutory authority constituted by the Central Enactment. The workmen who are the members of the petitioner-Union are rendering services of unloading, loading, shifting stacking, importing, exporting, marking, unpacking, packing, stitching, strapping accounting of cargo and other miscellaneous portage jobs at the Madras Airport. Their demand is for absorption as regular employees of workers of the first respondent, with continuity of service and the benefits. The first respondent rejects the claim of the workmen on the ground that there is no relationship of employer and employee between the first respondent and the workmen that they are not working directly under the first respondent that they are not permanent or regular employees of the first respondent and they are deputed or supplied by the second respondent, to the first respondent for the purpose of tendering the above said services and they are the workmen working under the direct control and supervision of the second respondent. The crucial point that has to be canvassed is "whether the workmen are entitled to the reliefs prayed for". The Air Freight Pvt. Ltd., was formerly the 2nd respondent was a contractor or licensee to supply the workmen to do the aforesaid services subject to certain terms and conditions to the satisfaction of the first respondent, on payment of lump sum of Rs. 50,000 p.m. to be disbursed to the workmen. The aforesaid Air-Freight Pvt. Ltd., is no longer party to the Industrial dispute. The workman have formed the second respondent Society, in order to have the collective bargaining power and protect their rights and interests. Their Union is a registered Union under the Indian Trade Union Act. The 2nd respondent is registered under Society Registration Act, The Air Freight Pvt. Ltd., entered into an Agreement for a period of 3 years extendable by mutual agreement regarding the ground handling agency at the Air Cargo Complex, Madras, viz., the first respondent is borne out by Ex. M-1. Supervisor shall supervise the work round the clock in 3 shifts as per the Agreement, 60 to 70 workmen shall be provided to the first respondent and the supply of additional workmen required by the first respondent depending upon the exigencies of the requirements of additional workers. The contract is terminable by issuance of one month notice in writing by the first respondent without assigning any reason if the services are not to the satisfaction of the first respondent.

10. The licensee is liable to make good the loss or damage caused to the Cargo by the workers. The licensee is liable to pay the Insurance premium, GPF and Compensation to the workmen under the Workmen Compensation Act and to abide by the Rules and Regulations and provisions of the Labour Act. The licensee shall employ only persons who have got good character, skilful in their business and well behaved. The licensee shall furnish to the first respondent in writing the names, photographs, age, residence and specimen signature of all the persons whom he proposes to employ for the purpose of rendering the above said services. The first respondent has got liberty to forbid employment of any worker whom it may consider undesirable. The workmen shall put under the general discipline of the first respondent, and shall conform to such directions that may be issued by the first respondent then and there. The Agency was terminated by the first respondent with effect from 31-10-1985 and the Air Freight Pvt. Ltd., was asked to handover the ground handling agency operations to the Officers of the first respondent is evidenced by Ex. M.2. The workmen are numbering 94 is disclosed by Ex. M.3. The first respondent terminated the Agency granted to Air-Freight Pvt. Ltd., and called for tender on 20-7-89 for the purpose of ground handling agency at the first respondent's cargo complex at Airport, Madras. The first respondent proposes to do the work from 31-10-84 to 1-11-85.

11. The first respondent rejected the demand of the petitioner. The petitioner filed a Writ petition No. 11683/85 on the file of the Hon'ble High Court of Judicature, Madras praying to issue of Writ of Mandamus directing the first respondent to absorb all the workmen with continuity of service and all the benefits as permanent regular employees or in the alternative to extend the period of contract or Agency to Air Freight Pvt. Ltd., or to the second respondent. The first respondent entered into a Memorandum with the petitioner and the Writ petition was dismissed is made out by Ex. M.4. The first respondent entered into a Settlement with the second respondent by granting Agency for 6 months and agreed to pay Rs. 50,000 per mensem in order to mitigate the hardship of the petitioner is established by Ex. M.5. The petitioner and the 2nd respondent filed W.P. No. 5164/86 in the Hon'ble High Court of Judicature, at Madras for issuance of Writ of Mandamus directing the first respondent to absorb the Loaders-cum-Packers as permanent and regular employees and grant all the benefits, and it was dismissed on the ground that the petitioner and respondents 1 and 2 arrived at Settlement is established by Ex. M.6. The respondents 1 and 2 entered into an agreement dated 14-7-86 with regard to the loading and unloading operations by the workers is proved by Ex. M.7. The said agreement Ex. M.7 deemed to have come into force from 10-7-86 to 9-1-87. Unless and until the W. Petition and I.D. No. 64/91 are withdrawn that the workers would be disengaged and as such the workers were compelled and constrained to form the petitioner-union to safeguard their rights and interests and regularisation of their services. WW1 is the Secretary of the petitioner-union and the second respondent. All the workers are the members of the 2nd respondent.

12. The petitioner-union and the 2nd respondent are one and the same. The agreement Ex. M.7 contains certain terms and conditions with regard to the ground handling operations of the Cargo. One of the terms and conditions is that all dealings and remuneration for the members of the 2nd respondent Society shall be through the Society. It does not mean that the petitioner-union is an independent entity, and the workers are casuals, and are not the workers direct under the first respondent. The first respondent directly employed the members of the Petitioner-Union as Loaders-cum-Packers regarding the ground handling operations. The Agreement for licence for providing Loader cum-Packers in the Cargo Complex of the first respondent at Madras Airport is substantiated by Ex. M.8. The petitioner-union filed a Writ petition No. 9110/89 in the Hon'ble High Court of Judicature, at Madras praying for the absorption of the workers as regular and permanent employees of the first respondent and treat them at par with regular employees of the first respondent, give the benefits and privileges of the regular workmen with retrospective effect from their respective dates of joining is evidenced by Ex. M.9. It is the contention of the petitioner-union that the first respondent

is the principal employer. The attempt on the part of the first respondent to appoint contract labourers is ultravires and illegal and against the principles of International Labour Federation and an unfair labour practice. The listed workers are stated in the Annexure of Ex. M.10. Ex. M.10 contains the date of joining of the workers and years of their services. Their years of service range from 4 to 15 years is disclosed by Ex. M.10. The petitioner-union and the respondents 1 and 2 entered into a Memorandum of understanding is established by Ex. M.11. The first respondent sent a notice to the 2nd respondent to direct the workers to come to duty on or before 31-12-93 is evidenced by Ex. M.13. The second respondent sent reply dated 27-12-93 to the Deputy General Manager, Cargo of the first respondent that the workers are willing to enter into agreement with the first respondent without prejudice to their contention and rights to claim regularisation and other benefits, and if the first respondent calls for fresh tenders, the workers have no other alternative except to initiate legal proceedings against the first respondent is evidenced by Ex. M.12. The first respondent was constituted on 1-12-78.

13. The Petitioner-Union was established in the year 1987. The second respondent was registered on 28-11-85. The Executive Committee of the respondent functioned from 28-1-85. The second respondent is functioning under the control and supervision of the Special Order MW2 from 22-7-89. The second respondent is governed by a By-Law, Ex. M-43. The ground handling operation was entrusted by the first respondent to Air-Freight Pvt. Ltd., is borne out by Ex. M.1. R1 gave the licence to Air Freight Pvt. Ltd., to use the International Air Cargo Complex Madras Airport for 3 years extendable to 5 years subject to the terms and conditions mutually agreed. The land and structure put up thereon belong to the first respondent. The ground handling agency at Air Cargo Complex, Madras was given to the Air Freight Pvt. Ltd., and the agreement was terminated w.e.f. 31-10-85 is evidenced by Ex. M.12. The members of the Petitioner-Union worked as Contract Labourers under Air Freight Pvt. Ltd., by doing the work of loading, unloading, stitching, packing, numbering, etc. After the termination of agency given to the Air-Freight Pvt. Ltd., by the first respondent, the members of the petitioner-union numbering 88 continued to work as daily rated workers under the first respondent from November, 1985 to July 1986. Ramachandran who was a member of the Petitioner-Union expired. After his expiry no one of his legal heirs has been employed as loader-cum-packer and wages was not paid by the first respondent. The first respondent called for fresh tenders to do the job of ground handling operation in the Air Cargo Complex of the first respondent at Madras Air Port. The first respondent entered into an agreement with the 2nd respondent and the members of the petitioner-union on behalf of the 2nd respondent for doing the work of ground handling operations. The Union filed a writ petition in the Hon'ble High Court of Judicature Madras against Air Freight Pvt. Ltd., for regularisation of their services as regular and permanent employees and it was dismissed on the ground that the dispute between the Union and the Air-Freight Pvt. Ltd., as an industrial dispute and it is left to the Union to approach the Industrial Tribunal for the relief of regularisation of their services as regular and permanent employees of the Air Freight Pvt. Ltd., with continuity of service, and all the attendant benefits and allowances, is borne out by Ex. M.4.

14. The first respondent was the first respondent in the writ petition. The union filed writ petition No. 11683/85. The first respondent and Air Freight (Pvt.) Ltd., and the petitioners entered into a Memorandum and Writ Petition No. 11683/85 was dismissed is borne out by Ex. M.4. The said Memorandum is not a Settlement within the meaning of Section 2(n) of I.D. Act, 1947. The petitioner and the first respondent are not in equal status. The first respondent was in a dominant position to dictate terms to the petitioner and compelled the petitioner to enter into a memorandum with the first respondent, to circumvent the provisions of the law and deprive the legitimate right of the petitioner to permanent status.

15. The first respondent compelled the petitioner to withdraw all the cases contending that if all the cases are not withdrawn the members of the petitioner union cannot be given any work. If any work is not assigned to the petitioner by the first respondent, the workers and their family members will be thrown in the street without any means of livelihood. In such circumstances and predicament, the petitioner

was constrained to enter into a memorandum with the first respondent. The memorandum cannot be considered as fair, proper and just. The memorandum is a device trotted out by the first respondent to defeat the legitimate claim of the was enter to permanent status, in the matter of employment. The members of the petitioner-union are working for years ranging from 5 to 14 years, previously under Air Freight Pvt. Ltd., and now under the first respondent. The first respondent is the principal employer. There is a relationship of employer and employee between the first respondent and the petitioner. After the termination of the Agency with Air Freight (Pvt) Ltd., the members of the petitioner-union are the direct employees of the first respondent. The workers of the Petitioner-Union are not the direct employees of the 2nd respondent. The first respondent compelled the members of the petitioner-union to form a society viz., the second respondent, as a device to deprive the right of workmen and circumvent the provisions of law, and to defeat the legitimate claim of the petitioner to permanent status, and after the termination of agency in favour of Air Freight (Pvt) Ltd., the workers who are the members of the petitioner-union became the direct employees of the first respondent and monthly salary was paid by the first respondent to the workers directly. So, the first respondent cannot change the members of the Union from direct to indirect workers. It is not open to the first respondent to convert the direct payment into indirect payment of monthly salary. The members of the petitioner have worked as casuals directly under the first respondent for nearly a period of 7 months from November 1985 to July 1986. The first respondent is a Public Sector Undertaking and a Public Utility Service. The work assigned to the members of the Petitioner-Union is an essential and important work. Regular workers cannot be converted into contract labourers, and direct employees into indirect workers. The very fact that the officials of the first respondent gave directions to the workers to do the work under the direct supervision of the officers of the first respondent and disciplinary action was initiated against errant workers establishes that the members of the Petitioner-Union are direct workers of the first respondent.

16. The compromise entered into between the Petitioner-Union and first respondent is opposed to the public policy and the principles of natural justice, and it amounts to unfair labour practice. The second respondent is not the employer of the workers of the petitioner-union. The second respondent society was constituted as per the directions of the first respondent in order to deprive the legitimate claim of the workers to permanent status. The agreement and contract entered into between the respondents 1 and 2 is a device to deprive the lawful claim of the members of the petitioner-union to permanent status. The contract between the respondent 1 and 2 is a collusive one. The contract between respondent 1 and 2 is an invention and ingenuity of the first respondent to defeat and deprive the claim of the workers to permanent status. The compromise is not in the proper form. If a settlement is in a particular form, notice u/s 9-A of the Industrial Disputes Act is not necessary. The settlement should be in conformity with the Industrial Disputes Act. The members of the Petitioner-Union are not regular or permanent employees of the first respondent and as such notice under Sec. 9-A is not necessary. The compromise should not be against the Industrial Disputes Act and the statutory provisions of the Act. The members of the petitioner-union are the workers, work under the control and supervision of the first respondent. The first respondent fixes the wages. The first respondent exercises control and supervision over workmen, and directs them to work and take steps against the erring workers. The second respondent has no control over the workers. The first respondent's action tantamounts to exploitation of labour and unfair labour practice. The reference is not bad. The reference is not incompetent. The members of the petitioner-union are the direct employees of the first respondent. The first respondent does not cease to be the employer of the members of the first respondent. The members of the petitioner-union and the employees of the first respondent. The members of the petitioner-union work continuously without any break. The calling for tenders by the first respondent and steps taken by the first respondent to change the workers as contract labourers amounts to alteration of service condition. The petitioner has not raised any I.D. with regard to the termination of their employment after the expiry of the period

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of agency to the Air Freight Pvt. Ltd., and suspension of some workers does not mean that the members of the petitioner-union are not the workers of the first respondent. The agreement affects the fundamental rights of the members of the petitioner-union and a such it is illegal.

17. The members of the petitioner-Union cannot be treated as casual labourers indefinitely by the first respondent. The workers are absorbed as regular workers in International Airport Authority at Bombay, Calcutta and are given the benefits, but such benefits and absorption are denied to the members of the petitioner-union. It is unfair and unjustified. The agreement between the respondents, by way of Contract is a paper agreement to get over the statutory rights of the members of the Petitioner-Union. The members of the petitioner-union cannot be as contract labourers under the first respondent.

18. The mere fact that the first respondent maintains the attendance register clearly shows that the first respondent has got control over the members of the petitioner-union the workers. The fact that the first respondent gives direction to the second respondent to appoint supervisors and produce Bio-data indicates that the first respondent has got control over the members the petitioner-Union. The fact that the first respondent takes action against the members of the petitioner-union who are the workers borne out by Exs. M.15 to M17, 21,23 and W-10 establishes that the members of the petitioner-union are the workers of the first respondent and are entitled to temporary status, and regularisation and absorption in due course of time. The first respondent takes action against errant workers, establishes by Ex. M. 22, 24 to 31, 34 to 40 and W-10 proves that the members of the petitioner-union are the workers of the first respondent. This aspect is fortified by the direct payment of wages to the workers by the first respondent supported by Exs W-1 to W-6 substantiated the case of the petitioner. The first respondent is a public utility service, which comes under the definition of the state within the meaning of the I.D. Act. Termination of the service of members of the petitioner union after the expiry of the Agency in favour of the Air Freight Pvt. Ltd., is arbitrary, illegal, unfair and unjustified and in violation of Article 11 and 14 of the Indian Constitution. The petitioners have got experience and knowledge in ground handling like loading, unloading, packing etc. The members of the petitioner union are rendering essential service honestly and faithfully, to the first respondent. No opportunity was given to the members of the petitioner-Union before the termination of the agency in favour of the Air Freight Pvt. Ltd. The first respondent did not make any arrangement for providing alternative job to the workers is contra to the principles of natural justice. The first respondent must be an ideal an model employer. The second respondent is not an intermediary broker So, the members of the petitioner-union work under the control and supervision of the first respondent. Even assuming that the second respondent is not an intermediary, it is constituted by the workers and the workers are the workmen of the first respondent. The petitioner has correspondence with R1 through R2 for sake of convenience. The first respondent paid bonus of Rs. 5,000/- to the workmen proves that the members of the petitioner union are direct workers under the first respondent to do ground handling work. The first respondent was started on 1-12-78. The petitioner-union was started in 1987. Air Freight Pvt. Ltd., as ground handling agency recruited 100 loaders and packers viz., the members of the petitioner-union. The workers were not absorbed in the regular service but they were taken as daily wage workers. But they are on regular service on monthly salary with all other benefits such as Compensatory Allowance House Rent Allowance, Transport Subsidy, Medical facilities, Washing Allowance, Leave Travel Concession etc. They came under the control of the first respondent, the principal employer. The aforesaid benefits are unjustifiably denied by the first respondent. The first respondent offered only daily wages of Rs. 50 for the days they work.

19. The first respondent paid a meagre salary much less than paid by the Air Freight Pvt. Ltd., The first respondent pays Rs. 450/- p.m. to do the

same work done by the members of the petitioner-union to the Air-Freight Pvt. Ltd.. The first respondent is not following the uniform policy. The first respondent compelled the workers to form the 2nd respondent society. The first respondent has not solved the problem with reference to the security of the job, and made their condition insecured and caused anxiety to the workers. The first respondent retains contractors or contract workmen, or induct new contractors in the place of old to keep the contract workers in permanent status of insecurity, so that they will never claim permanency or never organise. The appointment of contract labour is ultra vires and patently illegal. The mere fact that the 2nd respondent is formed by the members of the petitioner-union, and the members have become members of the 2nd respondent will not render them to lose their status as workers of the first respondent. The petitioner did the same usual work under the Air Freight Pvt. Ltd., ranging from 5 to 15 years. The dispute relates to the regularisation of service of the members of the petitioner-union. The members of the petitioner-union do the work as per the directions and instructions of the first respondent, staff. The first respondent supervises the work and has control over the workers. The first respondent punishes and suspends the erring workers. The petitioner objected to Ex. M.11. Disciplinary action as being taken by the first respondent against the erring workers. The second respondent is not a communication link between the first respondent and members of the petitioner-union. Clause 3 of Ex. M. 5 states that the officials of the first respondent must supervise, the work establishes that the first respondent exercises control over the workers and supervise the work. The workers have worked for more than 480 days and are entitled to permanent status as per the Tamil Nadu Conferment of Permanent Status to Workmen Act, 1981, since the workers have worked continuously for more than 480 days.

20. The termination of Services of permanent employees without giving any reason or notice is void, ultra vires of Article 14 of the Constitution and also violative of directive principles, is held in AIR 1986 SC Page 1571 CENTRAL INLAND WATER TRANSPORT CORPN. LTD., & ANOTHER Vs. BOOJA NATH GANGULY & ANOTHER. In the present case, the workers are not permanent employees. So, the aforecited case has no application to the present case. The first respondent is dominus lites. The agreement between unequals is not fair is laid down in 1992 AIR SC Page 248 UNION CARBIDE CORPN. ETC., Vs. UNION OF INDIA etc. The agreement between the first respondent and 2nd respondent is unfair. Contract labourers do not become direct employees of principal employer, is held in AIR 1992 SC page 457 DENA NORTH & OTHERS Vs. NATIONAL FERTILIZERS LTD., &

OTHERS. cannot be disputed. In the present case, the members of the petitioner Union are the casual labourers of the first respondent. Therefore, the above cited case has no application to the present case. The Southern Railway was restrained from employing Contract labour, prohibits engagement of contract labour and it is abolished is held in AIR 1987 SC p 777 CATERING CLEANERS OF SOUTHERN RAILWAY Vs. UNION OF INDIA & ANOTHER. So, the first respondent cannot engage members of the petitioner-union as Contract labourers. There is no estoppel against or waiver of statute or fundamental rights, depriving the rights of livelihood. This well established law is held in AIR 1986 SC Page 180 VOLGAELLIS & OTHERS Vs. BOMBAY MUNICIPAL CORPN. & OTHERS. The members of the petitioner-union services are not terminated according to the procedure established by the law. They, till today work under first respondent. The first respondent cannot change the members of the petitioner-union as contract labourers. It is just and proper to direct the first respondent to absorb the workers/members of the Airport International Co-operative Service Society. The members of the petitioner-union have to be absorbed by the first respondent, in order to satisfy the principles of natural justice. For the foregoing reasons, the action of the Management of International Airport Authority of India, Madras is unjustified in not absorbing the workers/members of Airport International Co-operative Service Society, their contractor, and the first respondent is directed to absorb the concerned workmen except the workers who expired, and who have left the service according to the requirements. The first part of no issue is found in the negative, and the second part of the issue accordingly.

In the result, an award is passed directing the first respondent to absorb the members of the petitioner-union workers stated in the annexure, except the members who expired and members who left the service, according to seniority and the requirements of the first respondent with effect from 23-12-94, the date of the award. No costs.

Dated, this the 23rd day of December, 1994.

THIRU K. PONNUSAMY, Industrial Tribunal.

WITNESSES EXAMINED

For Workmen :

W.W.1 : Thiru G. Arumugham.

For Management :

M.W.1 : Thiru B. K. Mehrothra.

M.W.2 : Thiru S. Padmanabhan.

DOCUMENTS MARKED

For Workmen :

Ex. W-1|31-1-78 : Appointment, order issued to Thiru G. Kothandaram, for the post of Attender (copy).

W-2|31-10-83 : Pay slip of Thiru D. Natarajan (Xerox copy).

W-3|18-4-88 : Cash receipt for payment of ex-gratia amount to workmen for the period from 22-3-86 to 9-5-86 & 17-5-86 to 23-5-86 (Xerox copy).

W-4|18-2-86 : Circular issued to Thiru A. Abdul Rahim and 81 others requesting to receive wages (Xerox copy).

W-5 : Pay slip for the month of June 1990 issued to one of the worker at Calcutta Airport (Xerox-copy).

W-6| : Pay slip of Thiru S. C. Yadav for the month of May, 1990 (Xerox Copy).

W-7| : Loaders' attendance register w.e.f. 1-6-94.

W-8|28-8-93 : Lawyer's notice to Management No. 1.

W-9|8-11-93 : Reply by Management No. 1 to Ex. W-8 (Xerox copy).

W-10|7-3-90 : Letter from Management No. 1 directing not to employ workman Thiru Ramachandran (Xerox copy).

W-11|series : Letter from Management No. 1 directing not to employ workmen (Xerox copy).

W-12|9-4-88 : Letter from Management No. 1 to Management No. 2 requesting not to engage Thiru L. Prabhudoss, Loader-cum-packer.

For Management :

Ex. M.1|1-78 : Agreement entered into between Management No. 1 and Air-Freight Private Ltd. (Xerox copy).

M.2|19-9-85 : Termination of Contract of Air Freight Pvt. Ltd., Madras (Xerox copy).

M-3|4-11-85 : Affidavit filed by Air Freight Workers' Union in W.P. No. 11683/1985 (Xerox copy).

M-4|12-12-85 : Order passed in W.P. No. 11683/1985 (Xerox copy).

M-5|1-7-86 : Agreement between Management No. 1 and Management No. 2 (Xerox copy).

M-6|2-7-86 : Order Passed in W.P. No. 5164 of 1986 (Xerox copy).

M-7|14-7-86 : Copy of the Agreement for licence for providing loader-cum-packers in Air Cargo Complex in Madras Airport (Xerox copy).

M-8|11-12-87 : Terms and conditions settled between Management No. 1 and Management No. 2 (Xerox copy).

M-9|1-7-89 : Affidavit and petition filed by the Petitioner-Union in W.P. No. 9110/89 (Xerox copy).

M-10|18-12-89 : Order passed in W.P. No. 9110 of 1989 (Xerox copy).

M-11|26-7-93 : Memorandum of Understanding arrived at between Management No. 1 and Management No. 2 (Xerox copy).

M-12|27-12-93 : Letter from Management No. 2 to Management No. 1. (Xerox copy).

M-13|20-12-93 : Letter from Management No. 1 to Management No. 2 (Xerox copy).

M-14|20-11-85 : Letter from Management No. 1 to the President, Air Freight Workers' Union, Madras-27.

M-15|9-3-87 : Letter from Management No. 1 to Management No. 2 regarding agreement for providing Loader-cum-packers.

M-16|16-6-88 : Letter from Management No. 1 to Management No. 2 regarding supply of uniforms & photo identification card to the members of the society.

M-17|11-6-90 : Letter from Management No. 1 to Management No. 2 regarding allotment of loaders.

M-18|14-5-91 : Letter from Management No. 1 to Management No. 2.

M-19|6-6-91 : —do—

M-20|15-1-91|17-1-91 : Letter from Management No. 1 to Management No. 2 requesting to supply loaders.

M-21|20-2-91 : Letter from Management No. 1 to Management No. 2 requesting to supply loaders.

M-22|14-5-91 : Letter from Management No. 1 to Management No. 2 requesting to take necessary action against the staff regarding their non-attendance.

M-23|14-5-91 : Letter from Management No. 1 to Management No. 2 regarding preparation of duty rosters.

M-24|30-11-87 : Letter from Management No. 1 to Management No. 2 regarding attendance of Loaders/packers.

M-25|28-12-87 : Letter from Management No. 1 to Management No. 2 requesting not to engage Thiru T. S. Manohar as Loader-cum-packer. (Xerox copy)

M-26|22-6-88 : Letter from Management No. 1 to Management No. 2 regarding mis-behaviour of Thiru M. K. Gopal, Loader-cum-packer.

M-27|22-6-88 : Xerox copy of Ex. M.26. 23-6-88

M-28|21-6-89 : Letter from Management No. 1 to Management No. 2 requesting to explain the misconduct done by Thiru Rajagopal, loader-cum-packer.

M-29|7.3.90 : Letter from Management No. 1 to Management No. 2 deciding to allow Thiru Ramachandran to be taken on duty with immediate effect.

M-30|8-5-90 : Letter from Management No. 1 to Management No. 2 revoking suspension of Tvl.A. Ekambaram, T. Kesavan and R. Subramani temporarily.

M-31|11.5.90 : Letter from Management No. 1 to Management No. 2 regarding irregularities in attendance proforma.

M-32|11-6-90 : Letter from Management No. 1 to Management No. 2 regarding wrong marking of location.

M-33|31.7.90 : Letter from Management No. 1 to Management No. 2 denying to allow Thiru Subramanian, Loader to do the jobs at Air Cargo Complex.

M-34|25-3-94 : Letter from Management No. 1 to Management No. 2 advising not to employ Thiru Ellappan at Air Cargo Complex, till further orders.

M-35|4.11.94 : Letter from Management No. 1 to Management No. 2 advising to withdraw the services of Thiru Balasubramanian, Loader.

Ex. M. 36|10.3.89 : Letter from Management No. 1 to Management No. 2 requesting to watch the activities and performance of Thiru Ramachandran.

Ex. M. 37|9.4.88 : Letter from Management No. 1 to the Management No. 2 requesting not to engage Thiru L. Prohudson, Loader-cum-Packer at the Cargo complex (Xerox copy).

Ex. M. 38|21.9.88 : Letter from Management No. 1 to Management No. 2 deciding to debar Thiru N. Ramachandran from being engaged as loader-cum-packer.

Ex. M. 39|22.6.89 : Letter from Management No. 1 to Management No. 2 informing not to take Tvl. Rajagopal and Abdul Rahim for duty.

Ex. M. 40|4.11.89 : Letter from Management No. 1 to Management No. 2 requesting not to take Thiru Ramachandran, on duty as Loader-cum-Packer.

Ex. M. 41|4.1.90 : Letter from Management No. 1 to Management No. 2 advising not to take Thiru S. Subramanian, Loader-on duty till further orders.

Ex. M. 42|31.1.90 : Letter from Management No. 1 to Management No. 2 advising not to take Tvl. G. Natarajan and K. Kothandam, loaders on duty till further orders.

Ex. M. 43 : Byc-laws of Air Port Industries Co-operative Service Society Limited (Management No. 2).

Ex. M. 44 : Contract for providing services for the job of loading, unloading, packing and allied jobs. (Xerox copy).

Sd/- K. PONNUSAMY, Industrial Tribunal.

नई दिल्ली, 20 फरवरी, 1995

का.प्र. 721 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल केडन बोर्डिंग फार्म, चोपलासा के प्रबंधन के संबंध में निराकरण और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, उड़ीसा मुख्यालय के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-95 को प्राप्त हुआ था।

[संख्या एल-42011/1/89आई आर (डीयू)]

कै.बी.बी. उन्नी, हेड अधिकारी

New Delhi, the 20th February, 1995

नई दिल्ली, 20 फरवरी, 1995

S.O. 721.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Orissa, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Cattle Breeding Farm, Chiplima, Sambalpur and their workmen, which was received by the Central Government on 20-2-1995.

[No. L-42011/1/89-IR (DU)]

K. V. B. UNNY, Desk Officer.

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

PRESENT :

Shri P. K. Tripathy, M.A.L.L.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 12 OF 1990
(CENTRAL)

Dated, Bhubaneswar, the 6th February, 1995

BETWEEN :

The management of Central Cattle Breeding Farm,
Chiplima, District Sambalpur.

..First Party—Management.

AND

Their workmen represented through C.C.B. Farm Labour
Union, Chiplima, P.O. Basantpur, District Sambal-
pur.

..Second Party—workmen.

APPEARANCES :

None—For both the parties.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause—(d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the following dispute for adjudication vide their order No. L-42011/1/89-IR (DU), dated 29-3-1990 :—

“Whether the action of the management of Central Cattle Breeding Farm, Chiplima, P.O. Basantpur District Sambalpur (Orissa) in engaging Shri Atish Kumar Nayak and 19 others as casual workers and terminating their services at intervals of 60 days to maintain artificial break in service and not regularising them in employees, is lawful and justified? If not, to what relief are the workmen are entitled to?”

2. In this case, inspite of registered notice, both the parties did not appear to participate in the proceeding. No step has also been taken by either party. This is a case of the year 1990 and as it appears the parties have lost interest in the perhaps for the reason that the dispute under reference in the meantime might have been settled between them. Under such circumstance, no useful purpose will be served by keeping this case pending any further. Hence, in absence of any evidence to answer the reference in either way, a no dispute award is passed in so far as the present reference is concerned.

Dictated and corrected by me.

P. K. TRIPATHY, Presiding Officer.

का.आ. 722.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बिहिरा बानजिपालि माईन्स ऑफ (आई डिमिड एल) सीमेंट लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, उरीसा, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-95 को प्राप्त हुआ था।

[संख्या एन-29012/5/94-आईआर (विवाद)]

बी. एम. डेविड डेस्क अधिकारी

New Delhi, the 20th February, 1995

S.O. 722.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Orissa, Bhubaneswar, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Behera Banjipalli Mines of IDCOL Cement Ltd. and their workmen, which was received by the Central Government on 20-2-1995.

[No. L-29012/5/94-IR (MISC.)]

B. M. DAVID, Desk Officer.

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

PRESENT :

Shri P. K. Tripathy, M.A.L.L.B., Presiding Officer,
Industrial Tribunal, Orissa, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 57 OF 1994
(CENTRAL)

Dated, Bhubaneswar, the 2nd February, 1995

BETWEEN :

The management of M/s. Behera Banjipalli Mines of
IDCOL Cement Ltd., At, Cement Nagar, P. O.
Bardol, District Bargarh.

..First Party
Management.

AND

Their workman Sri Lenin Keshari Duan. At : Banji-
palli, P.O. Banjipalli, Via : Duguri Limestone
Quarry Colony, Duguri, District Bargarh.

..Second Party Workman.

APPEARANCES :

R.C. Mohanty, Sr. Dy. Manager : For the first party—
(Personnel). Management

Sri L. K. Duan : The second party—
Workman himself.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L 29012/5/94-IR (MISC.), dated 5-10-1994 :—

“Whether the action of the management of Behera Banjipalli Mines of IDCOL Cement Ltd., P.O. Bargarh District Bargarh in terminating services of Sri Lenin Keshari Duan from 15-2-1991 was justified. If not, what relief the workman is entitled to?”

2. In this case, both the parties have filed a memorandum of settlement and have prayed to pass an Award in terms thereof. The terms of the settlement dated 13-1-1995 are read over and explained to the parties to which they admit to be true and correct. The terms being fair, the settlement is recorded. An award is passed in terms of the settlement which do form part of the Award.

Dictated and corrected by me.

P. K. TRIPATHY, Presiding Officer

**SETTLEMENT ARRIVED AT BETWEEN THE
MANAGEMENT OF BEHERA BANJIPALI MINES,
IDCOL CEMENT LIMITED AND SHRI LELIN KESHAR
DUAN.**

I.D. Case No. 57/94(C)

PARTIES PRESENT :

Representing Employer : Shri R. C. Mohanty, Sr. Dy. Manager (Personnel), for Behera Banjipali Mines, IDCOL Cement Limited, Cement Nagar, PO. Bardol, Dist. Bargarh.

Representing Workman : Shri Lelin Keshar Duan S/o. Shri Netrananda Duan, Vill/PO. Banjipali, Dist. Bargarh.

SHORT RECITAL OF THE FACTS

Shri Lelin Keshar Duan was engaged as an Apprentice in the Behera Banjipali Mines on a consolidated allowance of Rs. 400 (Rupees four hundred) only per month on 89 days basis in the said Mines which is a seasonal one. For non-renewal of the period of apprenticeship, the services of Shri Duan stood terminated. He raised an industrial dispute in the matter before the Asst. Labour Commissioner (Central), Rourkela which was contested by the management and the conciliation proceedings failed. Eventually, the Central Government in the Ministry of Labour by order dated 5-10-94, have made the following reference for adjudication by the Learned Industrial Tribunal, Orissa, Bhubaneswar. The schedule of reference is quoted below :

"Whether the action of the management of Behera-Banjipali Mines of IDCOL Cement Ltd. PO : Bargarh Dist. Bargarh in terminating the services of Shri Lelin Keshar Duan from 15-12-91 was justified ? If not what relief the workman is entitled to ?"

In the meantime, as Shri Lelin Keshar Duan shown his inclination for an out of Court settlement, both the parties tried to settle their disputes and differences involved in the reference, mutually and finally both the parties agreed to resolve & hereby resolve all the dispute & differences between them involved in the aforesaid reference amicably in the following terms :

TERMS OF SETTLEMENT

1. That, both the parties agreed by & between them that Shri Lelin Keshar Duan the 2nd party in the above mentioned reference shall be taken as a Wireman on probation initially for a period of one year on a monthly consolidated wages of Rs. 1700 (Rupees one thousand & seven hundred) only. On successful completion of the probationary period and written communication made thereof only. Shri Lelin Keshar Duan shall be absorbed in the regular scale of pay of Wireman. This will resolve the dispute involved in the reference referred to above & Shri Duan shall have no further/other subsisting claims arising from the reference, in I.D. Case No. 57/94(C).

2. That, after signing of the settlement all the disputes & differences between the parties involved in the reference will stand resolved and no party shall have the right to pursue the same or claim any benefit in terest arising out of or ancillary to the said reference, in I.D. Case No. 57/94(C).

3. That Shri Duan agreed that he will not have any subsisting demand/dispute whatsoever in the matter of the reference after signing of the settlement and no party can sustain any grievance against the other involved in the reference.

4. That, it is further agreed that a joint petition along-with copies of this settlement shall be filed before the learned Industrial Tribunal, Orissa, Bhubaneswar for accepting of the same and to pass an award in the above mentioned reference, in terms of the settlement, without further adjudication in the matter.

5. It is further agreed that Shri Duan shall report to duty within one week after the acceptance of the settlement by the Hon'ble Tribunal.

6. That, this settlement has been signed by the parties after understanding the contents & purport of the settlement with their free will & volition without being actuated by any force or coercion whatsoever.

Cd/-

R. C. MOHENTY Sr. Dy. Manager (Personnel)

For Behera Banjipali Mines IDCOL Cement

Limited Cementnagar, PO : Bardol,

Dist. Bargarh.

Sd./-

Witness :

1. Ashok Kumar Baspode.

2. Harusi Kesha Tripathy

(Lelin Keshar Duan)

Workman.

नई दिल्ली, 22 फरवरी, 1995

का.आ. 723 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रांग 17 के अनुसरण में, केन्द्रीय सरकार केन्ट बोर्ड के प्रवर्धन के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रवाहित करता है, जो केन्द्रीय सरकार को 22-2-95 को प्राप्त हुआ था।

[संख्या एन-13012/11/91-आई.आर. (डी.यू.)]

के. वी. बी. उन्नी, ईस्क अधिकारी

New Delhi, the 22nd February, 1995

S.O. 723.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of Cantt. Board and their workmen, which was received by the Central Government on the 22-2-95.

[No. L-13012/11/91-JR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI M. S. SULLAR, PRESIDING OFFICER
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 51/92

Gurcharan Lal Vs. Cantonment Board

For the workman : Shri Kirpal Singh Malka

For the Management : Shri S. C. Bhatnagar.

AWARD

Dated, 24th January, 1995

The matrix of the facts relevant for the disposal of the present reference petition are that, the petitioner had joined the Cantonment Board (respondent) 19-4-1948 as a tax clerk. He was promoted as Oetroi inspector in the year 1963. Invoking the provisions of Rule 8(1)(c) of Cantonment Funds Servants Rules, hereinafter referred to as the Rules, the Cantonment Board held a meeting on 21-5-74 and decided to retire the petitioner with three months salary. The decision of the Board was conveyed to him on 22-5-1974 along with a cheque of salary of three months. Two more such persons was discharged. The Cantonment Board, vide its decision dated 27-11-1979, reviewed its earlier order (resolution) and the petitioner was reinstated. Ultimately, G.O.C.-in-C, Western Command declared the second resolution dated 27-11-1979, of the Board, as illegal, null and void and upheld the earlier decision dated 22-5-1974 of the Board vide which, the petitioner was discharged from service. The petitioner had challenged his order of discharge, dated 22nd-May, 1974 on various grounds vide Civil Suit No. 180 of 1978 titled as Gurcharan Lal Vs. Cantonment Board. The civil suit was dismissed by Shri D. D. Yadav, the then, learned sub judge, 1st Class, Ambala Cantt. vide his judgment dated 11-9-1978. The petitioner did not feel satisfied with the same and filed civil appeal No. 103 of 1979/78, which was dismissed by Shri A. S. Garg, the then learned Additional District Judge, Ambala vide judgment dated 18-5-1979. The judgments of the Civil Courts had attained the finality.

Having failed in the civil suit, the petitioner has now challenged his termination by way of the present reference petition.

In the wake of industrial dispute, raised by the petitioner U/S 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act), the Central Government, vide letter No. 13012/11/91-IR(DU) dated 29-6-92, has referred the following dispute to this Tribunal for adjudication :

"Whether the demand of Shri Gurcharan Lal for reinstatement with back wages is justified ? If so what relief he is entitled to and from what date."

The case set up by the petitioner in brief, in so far as, relevant is that G.O.C.-in-C, Western Command, was not right in reviewing and declaring null and void, the resolution dated 27-11-1979. Levelling a variety of allegations against the management, the petitioner has challenged his termination order mainly on the ground that, there is a violation of provisions of Section 25-F of the Act. On the footing of aforesaid pleadings, the petitioner prayed for his reinstatement with full back wages and other service benefits.

The management has contested the reference petition and filed the written statement inter alia pleading certain preliminary objection of maintainability of the reference/petition on the ground that the petitioner is not a workman. He was discharged under Rule 8(1)(c) of the Rules, so question of any violation of the provisions of the Act did not arise. It has been specifically alleged by the management that the petitioner had challenged his termination order dated 21-5-1974 in a Civil Writ Petition which was dismissed in limine by the Hon'ble High Court. According to the management, thereafter, the petitioner challenged his termination before the Sub Judge, 1st Class, Ambala, who, vide his judgment dated 11-9-1978, dismissed his suit and appeal preferred by the petitioner had also been dismissed by the Appellate Court vide judgement dated 18-5-1979. According to the management, the petitioner can not challenge the order of termination before the Labour Court, as he had already availed the remedy of civil court.

On merits, the pleaded case of the management is the petitioner was discharged from service by the Board in exercising of the powers conferred under Rule 8(1)(c) of the Rules vide their resolution No. 11 dated 21-5-74 along with cheque of three months salary in lieu of notice. It is next stated that another special meeting of the Board was called on 27-5-1974 and the Board decided to discharge the petitioner from service w.e.f. 25-5-1974. It is also alleged that the petitioner was given an opportunity and he vide his letter dated 11-5-1983 submitted his representation and after consideration of the same, G.O.C.-in-C vide order dated 21-8-1984, declared the resolution dated 27-11-1979 of the Board as

null and void. It will not be out of place to mention here, that the management has stoutly denied the other allegations of the petitioner and in all it has been alleged that the petitioner was rightly dismissed from service. He is not entitled for reinstatement and other relief. That being so, the management prayed for the dismissal of the reference petition.

Controverting the allegations contained in the written statement and reasserting the stand taken in the statement of claim, the petitioner filed the replication, in which it has been admitted that his writ petitioner was dismissed in limine, which does not operate as resjudicata.

On 20-12-1994, the representative appearing on behalf of the management, has raised the preliminary objection, regarding the maintainability of the reference petition and urged that preliminary objection taken in the written statement be decided first. Faced with the situation, the representative of the workman has sought time to argue the matter. Consequently, the case was adjourned to 17-1-1995 for arguments on the maintainability of the reference petition as preliminary objection goes the root of the case.

Having heard the representatives of the parties, having gone through the record of the case and the law cited by the parties and after bestowal of thoughts on the entire matter, to my mind, no relief, can be granted to the petitioner in the present reference, which deserved to be declined.

As indicated earlier, the facts of the case are neither intricate, nor in dispute. The bare perusal of the record of the case, would go to show that Cantonment Board has discharged the petitioner, invoking the provisions of Rule 8(1)(c) of the Rules. The Cantonment Board reviewed its earlier resolution dated 27-11-1979, but the competent authority G.O.C.-in-C, Western Command vide order dated 21-8-1984, held that Cantonment Board having once issued order under their statutory power under Rule 8(1)(c) of the Rules to discharge the petitioner from service, had no statutory powers to revoke their own order and the subsequent action of the Board was rectified by G.O.C.-in-C. The revision filed by the petitioner against the order dated 21-8-84 of G.O.C.-in-C was dismissed by the Ministry of Defence vide order dated 10th February, 1987. The natural consequence of the same would be the petitioner was discharged from the service under Rule 8(1)(c) of the Rules by the Cantonment Board. The representative of the petitioner, has admitted in his recorded statement dated 17-1-1995, the correctness of the copies of the judgments of civil court dated 11-9-1978 of Sub Judge and copy of judgment dated 18-5-79 of the appellate Court. The bare perusal of these judgments, would leave no manner of doubt that the petitioner had challenged the action of the Board in discharging him, on almost similar grounds in civil suit, which he had taken in the present reference petition. It can not possibly be denied that the civil suit filed by the petitioner was dismissed and as indicated earlier, the appeal filed by him met with same fate. The judgments of Civil Courts had attained the finality.

Now the short and significant question, though, important, arises for determination in this case, is, whether, the petitioner can claim any relief under the present reference petition, having failed in the Civil Court. The sole contention of representative of the petitioner, that the judgment of the civil court would not operate as resjudicata and the action of the Board can be challenged in the present reference petition, is neither tenable, stricta-sensu deserved to be ignored, not the judgments cited by him, in case of G.O.C.-in-C and another Vs. Dr. Subhash Chander Yadav and another, AIR 1988 S.C. 876, Gurdaspur Central Co-operative Bank Ltd. Gurdaspur Vs. The Presiding Officer and another 1995(1) RSJ 282, would come to his rescue. In G.O.C.-in-C Vs. Dr. Subhash Chander Yadav's case (Supra) rule 5C was declared ultra vires of the provisions of rule making powers of Central Government under the Cantonment Act. This judgement has got no relevance with rule 8(1)(c) of the Rules invoke by the Board. Similarly in Gurdaspur, Central Co-operative Bank Vs. the presiding officer and another case (Supra), the workman had made the statement that he does not want to proceed with the case as there were some technical defect and the suit was dismissed as withdrawn. On the peculiar facts and circumstances of that case, it was observed that summarily dismissal of the suit as withdrawn, would not operate as res judicata. Possibly no one can dispute about the proposition of law laid down in the aforesaid judgments, but the same are not helpful to the case of the petitioner, because the civil suit filed by the petitioner had been finally

adjudicated upon and was dismissed. So much so, the appeal filed by him was also dismissed. Admittedly the judgments of the civil courts had attained the finality. Then to my mind, the petitioner is estopped from challenging the same action, on almost similar ground, in the present reference, because it is now well settled that the petitioner has to elect his remedy either under the Act or by a separate suit and if he chooses and availed remedy of the civil court and in that event he cannot re-agitate the same matter in the present reference and the judgment of civil court would operate as res judicata in the proceedings before the Labour Court. Reliance in this regard can be placed to a Division bench judgment of Punjab and Haryana High Court in case of Punjab Agro Industries Corporation Ltd., Chandigarh Vs. The Presiding Officer, Labour Court, Union Territory, Chandigarh reported in 1933(1) PLR page 633. State Bank of India Vs. D. K. Jindal 1979 PLR 567. Both these judgements are the complete answer to the problem in hand.

There is another aspect of the matter, which can be viewed from another angle. Rule 8(1)(c) of the Rules postulates that the board or officer appointed, may discharge such servant at any time after he has attained the age of 55 years or has completed 33 years qualifying service. As mentioned above, and taking the risk of repetition, the petitioner was discharged by the Board, in exercising of the powers as contemplated U/S 8(1)(c) of the Rules. If the petitioner had been discharged under statutory rules, after attaining the age of 55 years, then his discharge of service cannot possibly be termed as retrenchment as contemplated U/S 2(oo) of the Act. If his termination is not retrenchment, then, question of invoking of the provision of Section 10, or violation of any provisions of the Act, did not arise. Particularly when as indicated earlier, petitioner has finally failed in Civil Suit.

Thus, seen from any angle, in the light of aforesaid reasons, I cannot help observing that the reference petition filed by the petitioner is misconceived and he cannot claim any relief whatsoever in this reference, in the obtaining circumstances of the case. Consequently, there is no merit in the present reference which is hereby declined. Appropriate Government be informed.

Chandigarh.

24-1-1995.

M. S. SULLAR, Presiding Officer

नई दिल्ली, 22 फरवरी, 1995

का.आ. 724.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिम रेलवे, बंबई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, बंबई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-95 को प्राप्त हुआ था।

[संख्या एल-41011/54/91-आई आर (डी यू) /बी.1]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 22nd February, 1995

S.O. 724.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway, Bombay and their workmen, which was received by the Central Government on 20-2-95.

[No. L-41011/54/91-IR(DU)/B.1]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.

REFERENCE NO. CGIT-2/26 OF 1993

Employers in relation to the management of Western Railway, Bombay

AND

Their Workmen

APPEARANCES :

For the Employers : Shri P. R. Pai, Advocate.

For the Workmen : Shri M. B. Anchan Advocate.

Bombay, dated 24th January, 1995

AWARD

The Government of India, Ministry of Labour, New Delhi by its letter No. L-41011/54/91-IR(DU) dated 22-2-93 referred to the following industrial dispute for adjudication. It is in the following terms :

"Whether the demand of the Paschim Railway Karamchari Parishad, Baroda that Shri D. Vishwanath Khalasi should be paid the pay and allowance of a Carpenter though not designated as Carpenter w.e.f. June, 1977 to 23-12-1980 as he had worked for the same post under ASTE(C) Baroda ? If so, what relief he is entitled to ?"

2. The notices were issued to the concerned parties. Mr. Anchan appeared on behalf of the union at the initial stage. The management filed its written statement at exh. 2 without the union filing the claim. Later on Anchan filed purshis at exh. 3 informing the Tribunal that he had not received any instructions from the union and therefore he wants to withdraw his appearance.

3. It is therefore again notice was issued to the union. They received the same but no body appeared on behalf of the union. It appears that they do not want to proceed with the matter. Hence I pass the following order :

ORDER

1. The reference is disposed of for want of prosecution.
2. The demand of the Paschim Railway Karamchari Parishad, Baroda that Shri D. Vishwanath Khalasi should be paid the pay and allowance of a Carpenter though not designated as Carpenter w.e.f. June 1977 to 23-12-1980 as he worked for the same post under ASTE(C) Baroda is not justified.
3. No order as to costs.

S. B. PANSE, Presiding Officer

नई दिल्ली, 22 फरवरी, 1995

का.आ. 725.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-95 को प्राप्त हुआ था।

[संख्या एल-12012/264/90-आईआर बी-III (बी आई)]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 22nd February, 1995

S.O. 725.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 20-2-95.

[No. L-12012/264/90-IR B-III/B-I]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, DEOKI
PLACE ROAD, KANPUR

Industrial Dispute No. 26 of 1991

In the matter of dispute between

Sri Satish Kumar,

C/o Sri V. K. Gupta,

2/363, Namner,

Agra

AND

Regional Manager,

State Bank of India,

Region-I,

Zonal Office,

M. G. Road, Agra.

AWARD

1. The Central Government, Ministry of Labour, New Delhi, vide its notification no. L-12012/264/90-I.R. (B-3) dt. 22-3-91, has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the Regional Manager State Bank of India, Region-I Agra was justified in terminating the services of Sri Satish Kumar Bhola w.e.f. 30-6-87 ? If not, to what relief the workman concerned is entitled ?”

2. The concerned workman Sri Satish Kumar Bhola, claiming himself to be a messenger had raised an industrial dispute against State Bank of India, regarding his illegal termination order dt. 30-6-77. The employer State Bank of India has contested the claim. It is unnecessary to give further details of the case as on 8-2-95 the workman moved an application for withdrawal of his claim.

3. Since I was satisfied that this withdrawal is the outcome of his free will, I have allowed it.

4. In view of this application the workman is entitled for no relief. Hence the aforesaid issue referred by the Government is answered against the workman. The workman is entitled to no relief from this Tribunal.

5. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 फरवरी, 1995

का.आ. 726—औद्योगिक विवाद अधिनियम, 1947

(1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार पश्चिम रेलवे, बंबई के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, बंबई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-95 को प्राप्त हुआ था।

[संख्या एल-41011/74/89-आई आर/(डीयू)बी. आई]

पी. जे. माईकल, डेस्क अधिकारी

496 GI/95—11

New Delhi, the 22nd February, 1995

S.O. 726.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway, Bombay and their workmen, which was received by the Central Government on 20-2-95.

[No. L-41011/74/89-IR(DU)/B.I]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.

REFERENCE NO. CGIT-2/12 OF 1990

Employers in relation to the Management of Western
Railway

AND

Their Workmen

APPEARANCES :

For the Employers : Mr. P. R. Pai, Advocate.

For the Workman : Mr. M. D. Anchan, Advocate.

Bombay, dated the 20th January, 1995

AWARD

The Government of India, Ministry of Labour, New Delhi by its letter No. L-41011/74/89-IR(DU), dated 27-9-90 has referred to the following industrial dispute to this Tribunal for adjudication. It is in the following terms :

“Whether the management of Western Railway, Bombay are justified—

(i) in not including the names of 28 Khalasis Helpers working under SEF (TRS), Bombay Central in the seniority list issued vide No. E.L.T.-1030-1-6 (TRS) dated 16-7-88; and

(ii) in not including the name of 28 Khalasi Helpers in the list of eligible candidates for “Dastkari Pariksha” issued by the Divisional Railway Manager vide No. ELT-1130-1(TRC) dt. 13-7-88 ?”

2. After the receipt of the reference the parties were duly served with the notices. The Paschim Railway Kamgar Parishad filed its statement of claim exh. 2. It is contended that the 28 employees were promoted from unskilled to semi-skilled as Khalasi Helper on 12-1-87 with retrospective effect from 1-1-84. These promotions were to be given to the employees who were available on cadre on 1-1-84. The cadre strength on that day has to be taken into consideration/account. The cadre, i.e., the traction rolling stock staff of electrical department who were on the Books of Baroda Division were handed over to Bombay Division on 1-9-84 vide Annexure ‘B’. The employees who were surplus as Khalasi at Bombay Division were absorbed in this department was handed over to Bombay Division by Baroda Division.

3. The cadre of promotion is from unskilled Khalasis to semi-skilled and then to skilled. The promotion orders of the Khalasis is published by the Baroda Division by letter dated September 5, 1986 does not contain the names of the staff who were working were absorbed by the Bombay Division in the traction rolling stock staff union of the electrical department. But this proves the action of the management to be arbitrary.

4. The 28 labourers who were recruited as the casual labourers were working under the Senior Electrical Foreman, Bombay yet under the control of the Divisional Railway Manager, Western Railway, Bombay. They were regularised as Khalasis and appointed on a regular basis as Khalasis. The cadre of

the traction rolling staff was controlled by the Divisional Railway Manager, Bombay though the employees were working under the control of the Divisional Railway Manager, Bombay Central. Owing to the re-structuring of the cadre the percentage of the semi-skilled, were increased as per the Railway Board's letter.

5. It is asserted that the reversion of 28 of the said staff is illegal as they were of (IRS) cadre on 1-1-85 and they were entitled for promotion in their cadre as they had not worked in that cadre they have no claim to promotion. It is therefore prayed that the reversion of the said 28 employees is illegal, they are entitled to include in the seniority list, they are entitled to promotion and other consequential reliefs.

6. The management by their written statement exh. 4, denied the claim. It is further submitted that the reference as filed suffers from non-joinder of parties in as much as the BCT Division and BRC Division which were the controlling division at the relevant time of the workmen, are necessary parties to the present reference. It is therefore submitted that the workman be directed to modify their statement of claim and make BCT Division and BRG Division as parties. Under such circumstance, the reference is bad.

7. The management denied that the seniority list of the workmen was revised and arbitrary. It is asserted that prior to 15-12-86 the following cadres were controlled by the Baroda Division.

1. Traction Rolling Stock, Bulsar (BL).
2. Traction Rolling Stock, Bandra Marshalling Yard (BAMY).
3. Traction Rolling Stock, Baroda (BRG).

On 1-1-84 there was re-structuring of unskilled staff. On the basis of the different circulars of re-structuring the re-structuring was carried out. While doing so, it was noticed that the senior employees of the TRS BL and BAMY units were ignored by the BRC Division while issuing the promotion order dated 5-9-86. Therefore the case was investigated and examined and the said error in promoting the junior employees were rectified by revising the seniority list vide letter dated 30-7-87. On its basis the correct and relevant termination orders were issued. It is denied by the management that the 28 employees indicated in Annexure A of the statement of claim were promoted from semi-skilled to skilled Staff as Khalasi Helpers, scale Rs. 210-290/800-1150 (RPS) from 1-1-84, vide order dated 12-1-87. That list is of 31 persons and not of 28 persons. The names of persons at sl. no. 1, 11 and 26 to 31 were not promoted from 1-1-84 and there were some other 4 persons. Under such circumstances, those 8 persons have no grievance at all.

8. My learned Predecessor framed issues at exh. 5A. The issues and my findings are as follows :

Issues	Findings
1. Whether the present reference is bad in law for the non-joinder of BCT Division and BRC division as parties to the present proceedings ?	In the negative
2. Whether the management of Western Railway Bombay are justified :—	
(i) in not including the names of 28 Khalasi Helpers working under SER (TRS) Bombay Central in the Seniority list issued vide No. EIT-1030-1-6 (TRS) dt. 16-7-1988 and	not justified
(ii) in not including the names of 28 Khalasi Helpers in the list of eligible candidates for "Dastkari Pariksha" issued by the Divisional Railway Manager vide No. EIT-1130-1 (TRC) dt. 13-7-1988 ?	not justified
3. If not, to what relief the workmen concerned are entitled and from what date ?	As per order below
4. What Award ?	As per order below

REASONS

9. Mr. Kishore Mahadeo Chaudhari (Exh. 14) joined as a casual labourer of Western Railway Administration on 4-2-76. It was in the Mahalakshmi workshop (Electrical) on the Western Railway Administration, Bombay. In 1978 he was transferred to Bandra Marshalling Yard (BAMY) as a Substitute Khalasi and he was confirmed in that grade in 1981.

10. Mr. Choudhary affirmed that the workman concerned in the reference are the staff of the Traction Rolling staff (TRS), unit of the Electrical department, Western Railway at Bandra Marshalling Yard (BAMY). It is working under the control of the Baroda Division but under The Administrative control of the Bombay Division. He affirmed that for the purpose of recruitment, seniority and promotion they are controlled by the Baroda Division of the Western Railway. On 19-12-86 the Bombay Division was bifurcated from the Baroda Division and the complete control was handed over to Bombay Division. Since then, for all the purposes both the divisions are separate.

11. Chaudhary affirmed that the Railway Board by letter dated 13-11-82 reclassified/re-structured the unskilled artisan staff viz-Khalasis grade 196-232 with retrospective effect from 1-8-1978 and upgraded to the post of semi-skilled Khalasi Helpers in the ratio of 50:50 (50 Khalasis and 50 Helpers) in the existing strength. Out of 100 Khalasis 50 were upgraded at that time. He affirmed that the benefit of that order was not given to him and the others. Again by letter dated 10-7-85 the Railway Board reclassified/restructured i.e. upgraded the Khalasis grade to the post of Khalasi Helpers with retrospective effect from 1-1-84 in the ratio of 70:30. That benefit was given to him and others from 1-1-84 as per the seniority list of the Electrical cadre published by the Divisional Railway Manager, Western Railway Board by letter of 5-9-86 (exh. 9). The seniority list of the electrical cadre in the category of fitters and Khalasis are published by the Baroda Division by their letter dated 27-8-84 (exh. 7).

12. Chaudhary affirmed that he and others were reverted to the post of Khalasis grade Rs. 196-232 without any notice vide order by the Divisional Railway Manager, WR, Bombay Central. No show cause notice, not any memo was given to him or others. It is against the principles of natural justice. Chaudhary affirmed that after the suitability test they had been regularly upgraded to the post of Khalasi Helpers from 1-1-84 and they were getting wages of that grade. He affirmed that they were in that capacity for about 3 years before the reversion there. He affirmed that this reversion is without any justification and without any authority.

13. Chaudhary affirmed that when the witness had already given the suitability test they cannot be asked to re-appear for the trade test and that is unjust. The Surplus staff of the mechanical (Carriage and Wagon) department was given seniority above them which is illegal and not as per the rules. He further affirmed that the seniority list of Fitters and Khalasis published by the Divisional Railway Manager Western Railway, Baroda Division vide letter dated 27-8-1984 (exh. 7) the names of the mechanical staff were included since they were not borne in the electrical cadre. The surplus staff of that cadre was absorbed in the Electrical Department on 20-5-86 and on 1-1-84 they were not borne on the electrical cadre. He affirmed that as he and others are permanent staff working as Electric Khalasis since 1972, the surplus staff of the mechanical department has no right to come over there. Even if they are taken into their cadre their seniority is below them. He affirmed that for all these reasons the reversion is illegal. He further affirmed that non-inclusion of the 28 Khalasi Helpers names in the list is illegal. He further affirmed that because of non-inclusion of their names and the reversion they suffered more losses and even promotions which they are entitled to.

14. Chaudhary had lead this evidence on 30-8-94. Thereafter the matter was adjourned for cross-examination on 5-10-94, 24-10-94, 15-11-94, 6-12-94 and 18-1-95. No steps were taken by the management for cross-examination by the witness. Out of all these dates on 24-10-94 the Presiding Officer was on leave. I am giving these dates only because to show that sufficient opportunity was given to the management for cross-examination of the witnesses and for leading their evidence, but no steps were taken. Under such circumstance the evidence which is lead by Chaudhary goes unchallenged. It has to be accepted as correct one.

15. At this juncture I may mention it here that exh. 3 the workman had given an application dated 13-1-91 objecting the appearance of an Advocate on behalf of the management. My Predecessor has passed order on it other side to say but no order is filed. Under such circumstance, it has to be presumed that the appearance of an Advocate was not allowed.

16. For the above said reasons the testimony of Chaudhary goes unchallenged. This proves that a bias is caused upon him. In the result I answered the issues accordingly and pass the following order :

ORDER

1. The management of Western Railway, Bombay are not justified in

- (i) in not including the names of 28 Khalasis Helpers working under SEF (TRS) Bombay Central in the seniority list issued vide No. E.L.T. 1030-1-6 (TRS) dt. 16-7-88 and issued vide No. E.L.T. 1030-1-6 (TRS) dt. 16-7-88 and
- (ii) in not including the names of 28 Khalasi Helpers in list of eligible candidates for "Dastkari Pariksha" issued by the Divisional Railway Manager vide No. ELT-1130-1 (TRC) dt. 13-7-88.

2. The management is directed to revise the seniority list based on promotion of upgradation as on 1-1-84.

3. The management is also directed to give promotions to these workers as per the seniority to skilled category.

4. The management is also directed to give them all the consequential benefits arising out of the said gradation list and seniority.

5. The management to pay Rs. 2800/- as the cost of this reference to the claimants.

S. B. PANSE, Presiding Officer

Dated : 20-1-1995

नई दिल्ली, 22 फरवरी, 1995

का.आ. 727—जबकि दूर संचार विभाग, गुंटूर के प्रबंधन तथा उनके कर्मकार और वर्ग "घ", गुंटूर दूर संचार जिला-गुंटूर के बीच एक औद्योगिक विवाद विद्यमान है।

और जबकि, उक्त प्रबंधन और उनके कर्मकार जिसका प्रतिनिधित्व अखिल भारतीय दूर-संचार कर्मकार संघ, लाईन स्टाफ और वर्ग "घ", द्वारा किया जा रहा है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 15) की धारा 10-क की उपधारा (1) के अन्तर्गत एक लिखित करार द्वारा उक्त विवाद को न्याय-निर्णयन हेतु भेजने पर सहमत हैं और उक्त विवाचन करार की एक प्रति केन्द्रीय सरकार को भेज दी है ;

अतः, अब, उक्त अधिनियम की धारा 10-क की उपधारा (3) के अनुसरण में, केन्द्रीय सरकार उक्त करार को प्रकाशित करती है :—

करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अन्तर्गत

के बीच

पक्षकारों के नाम

नियोजक के प्रतिनिधि

1. दूरसंचार विभाग, गुंटूर श्री जी.आई. वयार्थन राव, एस डी ई (ए) महाप्रबंधक का कार्यालय, गुंटूर

कर्मकारों के प्रतिनिधि

2. श्री शायिक सुभानी श्री वी. वी. एस. राजू
पूर्व नैमित्तिक मजदूर क्षेत्र सचिव, लाईन स्टाफ तथा वर्ग "घ", गुंटूर क्षेत्र

पक्षकारों के बीच निम्नलिखित विवाद को विवाचन के लिये श्री ए. प्रभाकर राव, क्षेत्रीय श्रमायुक्त (के.) हैदराबाद के पास भेजने की सहमति हो गयी है।

- (1) विवाद के विशिष्ट श्री शायिक सुभानी
सामले पूर्व नैमित्तिक मजदूर की अभिकथित अवधि समाप्ति

- (2) नाम और अथवा महाप्रबंधक
अन्तर्गत उपक्रम सहित दूर संचार विभाग, गुंटूर
विवाद के लिये पक्षकारों के व्योरे

- (3) संघ का नाम, यदि श्री वी. वी. एस. राजू,
कोई हो जो संबंधित पुत्र श्री बूछी राजू, सैक्रेटरी
कर्मकारों का प्रति- अखिल भारतीय दूर-संचार कर्मकार
निधित्व करता है। संघ, लाईन स्टाफ तथा वर्ग "घ"
गुंटूर क्षेत्र

- (4) उपक्रम में नियोजित शून्य
प्रभावित कर्मकारों की कुल संख्या

- (5) विवाद से प्रभावित एक
अथवा प्रभावित होने वाले कर्मकारों की अनुमानित संख्या

(हम इस बात पर भी सहमत हैं कि विवाचन के बहुमत का निर्णय हम पर बाध्यकारी होगा/यदि विवाचन समान रूप से अपने मत में विभक्त होता है तो वे एक अन्य व्यक्ति को निर्णायक के रूप में नियुक्त कर सकेंगे जिसका पंचाट हम पर बाध्य होगा)

विवाचन अपना पंचाट तीन माह के भीतर अथवा हमारे बीच हुए परस्पर लिखित करार द्वारा भागे बढ़ायी गयी अवधि के भीतर देगा। यदि उपरोक्त अवधि के अन्तर पंचाट नहीं दिया जाता है तो विवाचन के लिये

भेजा गया विषय स्वतः निरस्त हो जायेगा और हम नए सिरे से विवाचन के लिये वार्ता करने को स्वतन्त्र होंगे।

पक्षकारों के हस्ताक्षर

प्रबंधन की ओर से

ह./-

(जी. आई. दयार्धन राव)

साक्षी :

1. ह./-

(जे. प्रसन्ना रानी)

आशु.

2. ह./-

(के. सुभाकर राव)

उ.शे. लि.

विवाचक की सहमति

विषय :—औद्योगिक विवाद अधिनियम टेलिकाम विभाग, तिरुपति के प्रबंधन और उनके कर्मकार श्री शायिक सुभानी भूतपूर्व-नैमित्तिक मजदूर के मध्य

तथाकथित गैर-कानूनी तरीके से उनकी सेवा समाप्त करने पर औद्योगिक विवाद-सुलह की रिपोर्ट-औद्योगिक विवाद अधिनियम की धारा 10-क के अन्तर्गत विवाचन हेतु पक्षकारों की सहमति।

कृपया उपर्युक्त विषय पर सचिव, भारत सरकार, श्रम मंत्रालय को सहायक श्रमायुक्त (के.), विजयवाड़ा द्वार भेजी गई विवाचन सं. 8(7)/94-ए.एल.सी.-बी. जेड. ए. की दिनांक 19-12-94 की सुलह रिपोर्ट का अवलोकन करें।

मैं औद्योगिक विवाद अधिनियम की धारा 10-क के अन्तर्गत उपर्युक्त विवाद में विवाचन के लिए अपनी लिखित सहमति देता हूँ।

(ह./-)

(ए. प्रभाकर)

क्षेत्रीय श्रमायुक्त (के.)

हैदराबाद

[सं.एल.-40012/256/94-आई.आर. (डी.यू.)]

के.बी.वी. उन्नी, डैस्क अधिकारी

New Delhi, the 22nd February, 1995

S.O. 727.—Whereas an Industrial Dispute exists between the management of Telecom Department Guntur, and their workman and Group D Guntur Telecom District Guntur.

And whereas, the said management and their workman represented by all India Telecom Employees Union, Line Staff and Group 'D' have by written agreement under sub-section (i) of Section 10-A of the Industrial Dispute Act, 1947 (15 of 1947), agree to refer the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement:

Now, therefore, in pursuance of sub-section (3) of Section 10-A of the said Act, the Central Government hereby published the said agreement.

AGREEMENT

(Under Section 10-A of the Industrial Dispute Act, 1947)

Between

Name of the Parties:

1. Representing Employer:
Telecom Deptt. Guntur.

Sri G.I. Dayardhana Rao, S.D.E. (A) O/o G. Manager Guntur.

2. Representing workmen:
Sri Shaik Subhani, Ex-casual mazdoor

Shri V.V.S. Raju,
Area Secretary, Line Staff and Group 'D' Guntur Area.

It is hereby agreed the parties to refer the following Industrial dispute to the arbitration of:

Shri A. Prabhakar,
RLC(C), Hyderabad.

(i) Specific matters in dispute:

Reg. alleged illegal termination of Shri Shaik Subhani ex-casual mazdoor.

(ii) Details of the parties to the dispute including the name and or undertaking involved:

The General Manager
Telecom Department, Guntur

- | | |
|---|---|
| (iii) Name of Union, if any, representing the workmen in question: | Shri V.V.S. Raju
S/o Shri Buchi Raju, Secy. AITEU, Line Staff and Group 'D' Guntur Area .. |
| (iv) Total number of workmen employed in the undertaking affected: | NIL |
| (v) Estimated number of workmen affected or likely to be affected by the dispute. | One |

(We further agree that the majority decisions of the arbitration shall be binding on us/in case the arbitration are equally divided in their opinion, they shall appoint another person as umpire whose award shall be binding on us.

The arbitrator(s) shall make his award within a period of 3 months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

Representing Management

Sd/-

(G.I. DAYARDHANA RAO)

Witnesses:

1. Sd/-
(J. PRASANNA RANI)
Steno
2. Sd/- —
(K. SUBHAKARA RAO)
UDC

Representing Workmen

Sd/-

(V.V.S. RAJU)

CONSENT OF THE ARBITRATION

Sub. I.D. Act—I.D. between the management of Telecom Department, Tirupathi and Shri Shaik Subhani, ex-casual mazdoor over alleged illegal termination of his services—Report on conciliation—parties agreed for Arbitration under section 10-A of the I.D. Act.

Kindly refer to the Report on Conciliation for Arbitration No. 8(7)/94-ALC-BZA dated 19-12-94 of the ALC (C) Vijayawada addressed Secretary to the Govt. of India Ministry of Labour, New Delhi on the above subject.

I am hereby giving my written consent for the Arbitration in the above mentioned dispute under Section 10-A of I.D. Act.

Sd/-

(A. PRABHAKAR)

Regional Labour Commissioner (Central)
Hyderabad

[No.L-40012/256/94-IR(DU)]

K.V.B. UNNY, Desk Officer

नई दिल्ली, 22 फरवरी, 1995

का.प्र. 728.—जबकि दूरसंचार विभाग, तिरुपति के प्रबंधन तथा उनके कर्मकार जिसका प्रतिनिधित्व अखिल भारतीय टेलिकॉम कर्मकार संघ, लाइन स्टाफ और वर्ग 'घ', द्वारा किया जा रहा है, के बीच एक औद्योगिक विवाद विद्यमान है।

और जबकि, उपरोक्त प्रबंधन तथा उनके कर्मकार जिनका प्रतिनिधित्व अखिल भारतीय टेलिकॉम कर्मकार संघ, लाइन

स्टाफ और वर्ग घ, द्वारा किया जा रहा है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 15) की धारा 10-क की उप धारा (i) के अंतर्गत एक लिखित करार द्वारा उक्त विवाद को न्याय निर्णयन के लिए भेजने पर सहमत हैं और उक्त विवाचन करार की एक प्रति केन्द्र सरकार को भेजी है;

अतः अब, उपर्युक्त अधिनियम की धारा 10-क की उपधारा (3) के अनुसरण में केन्द्र सरकार उक्त सरकार को एतद्द्वारा प्रकाशित करती है।

करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा
10-क के अंतर्गत)

इन पक्षकारों के मध्य

पक्षकारों के नाम

1. नियोजक का प्रतिनिधित्व करने वाले
दूर संचार विभाग, श्री पी. गोविन्द स्वामी,
तिरुपति एस. डी. ई. (एच. आर. डी.)
कार्यालय दूरसंचार, जिला
प्रबंधक, तिरुपति
2. कर्मकारों को प्रतिनिधित्व करने वाले
श्री के. धनुज्यालु, श्री बी. कोण्डय्या,
भूतपूर्व-नैमित्तिक मजदूर जिला सचिव, अखिल भारतीय
टेलिकॉम कर्मकार संघ,
लाइन स्टाफ और वर्ग "घ"
विजयवाड़ा टेलिकॉम, जिला
विजयवाड़ा

एतद्वारा पक्षकारों के मध्य निम्नलिखित विवाद को
विवाचन के लिए श्री ए. प्रभाकर, क्षेत्रीय श्रमायुक्त (के.),
हैदराबाद के पास भेजने की सहमति हुयी है।

- (i) विवाद के विभिन्न श्री के. धनुज्यालु, भूतपूर्व
मामले नैमित्तिक मजदूर की सेवाओं
की तथाकथित अवधि
समाप्ति।
- (ii) विवादग्रस्त पक्षकारों एस. डी. ई. (एच. आर. डी.),
के नाम और या उपक्रम कार्यालय दूर संचार जिला
का विवरण प्रबंधक, तिरुपति
- (iii) संघ का नाम, यदि श्री बी. कोण्डय्या,
कोई हो, जो संबंधित जिला सचिव, अखिल भारतीय
कर्मकारों का प्रति- टेलिकॉम कर्मकार संघ, लाइन
निधित्व करता हो। स्टाफ और वर्ग "घ"
विजयवाड़ा टेलिकॉम,
जिला—विजयवाड़ा
- (iv) प्रभावित उपक्रम में शून्य
नियोजित कर्मकारों
की कुल संख्या
- (v) विवाद से प्रभावित एक
अथवा प्रभावित होने
वाले कर्मकारों की
अनुमानित संख्या

(हम यह भी सहमति प्रकट करते हैं कि विवाद का
सहमत का निर्णय हम पर बाध्यकारी होगा/यदि विवाचक

अपने मत के बराबर विभक्त है तो वे किसी अन्य व्यक्ति
को निर्णायक के रूप में नियुक्त करेंगे जिसका निर्णय हम पर
बाध्यकारी होगा)

विवाचक अपना पंचाट तीन माह के भीतर अथवा हमारे
मध्य हुए परस्पर लिखित करार द्वारा आगे बढ़ाये गये समय में
देगा। यदि उपरोक्त अवधि के भीतर पंचाट नहीं दिया जाता
है तो विवाचन के लिए भेजा गया विषय स्वतः निरस्त हो
जायेगा और हम नए विवाचन के लिये वार्ता करने के लिए
स्वतंत्र होंगे।

पक्षकारों के हस्ताक्षर

प्रबंधन की ओर से

कर्मकार की ओर से

ह./-

ह./-

(पी. गोविन्द स्वामी)

(बी. कोण्डय्या)

साक्षी

1. ह./-

(जे. प्रसन्ना रानी) धातुलिपिक

2. ह./-

(के. सुभाकर राव), उ. श्रे. लि.

विवाचक की सहमति

विषय :—औद्योगिक विवाद अधिनियम—टेलिकॉम विभाग,
तिरुपति के प्रबंधन और उनके कर्मकार श्री के.
धनुज्यालु, भूतपूर्व-नैमित्तिक मजदूर के मध्य
तथाकथित गैर-कानूनी तरीके से उनकी सेवा समाप्त
करने पर औद्योगिक विवाद-सुलह की रिपोर्ट—
औद्योगिक विवाद अधिनियम की धारा 10-क के
अंतर्गत विवाचन हेतु पक्षकारों की सहमति।

कृपया उपर्युक्त विषय पर सचिव, भारत सरकार, श्रम
मंत्रालय को सहायक श्रमायुक्त (के.), विजयवाड़ा द्वारा भेजी
गई विवाचन सं. 8(7)/94-ए. एल. सी.-बी. जेड. ए.
की दिनांक 19-12-94 की सुलह रिपोर्ट का अवलोकन करें।

मैं औद्योगिक विवाद अधिनियम की धारा 10-क के अंत-
र्गत उपर्युक्त विवाद में विवाचन के लिए अपनी लिखित सहमति
देता हूँ।

ह./-

(ए. प्रभाकर)

क्षेत्रीय श्रमायुक्त (के.)

हैदराबाद

[सं. एल-40012/257/94-आई. आर. (डी. यू.)]

के. बी. बी. उन्नी, डैस्क अधिकारी

New Delhi, the 22nd February, 1995

S.O. 728.—Whereas an Industrial Dispute exists between the management of Telecom Department, Tirupathi and their workman represented by All India Telecom Employees Union Ls & Group D.

And whereas, the said management and their workman represented by all India Telecom Employees Union, Line Staff and Group 'D' have by written agreement under sub-section (i) of Section 10-A of the Industrial Disputes Act, 1947 (15 of 1947), agree to refer the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement:

Now, therefore, in pursuance of sub-section (3) of Section 10-A of the said Act, the Central Government hereby published the said agreement.

AGREEMENT

(Under Section 10-A of the Industrial Dispute Act, 1947)

Between

Name of the Parties:

1. Representing Employer:
Telecom Deptt. Tirupathi

Shri P. Govinda Swamy
SDE (HRD), O/o Telecom Distt. Manager, Tirupathi

2. Representing Workmen:
Sri K. Dhanajayulu
Ex-casual mazdoor

Sri B. Kondaiah,
District Secretary,
AITEU Line Staff to Group 'D'
Vijayawada Telecom Distt.

It is hereby agreed the parties to refer the following industrial dispute to the arbitration of:

(i) Specific matters in dispute:

Shri A. Prabhakar,
RLC(C), Hyderabad
Reg. alleged illegal termination of
Shri K. Dhanajayulu
ex-casual mazdoor.

(ii) Details of the parties to the dispute including the name and or undertaking involved:

SDE(HRD), O/o Telecom
Distt. Manager, Tirupathi

(iii) Name of Union, if any, representing the workmen in question:

Sri B. Kondaiah,
District Secretary,
AITEU Line Staff and Group D, Vijayawada
Telecom district.

(iv) Total number of workmen employed in the undertaking affected:

NIL

(v) Estimated number of workmen affected or likely to be affected by the dispute.

One

(We further agree that the majority decisions of the arbitration shall be binding on us/in case the arbitration are equally divided in their opinion, they shall appoint another person as umpire whose award shall be binding on us.

The arbitrator(s) shall make his award within a period of 3 months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

Representing Management

Sd/-

(P. GOVINDA SWAMY)

Representing Workmen

Sd/-

(B. KONDAIAH)

Witnesses :

1. Sd/-

(J. PRASANNA RANI)

Steno

2. Sd/-

(K. SUBHAKARA RAO)

UDC

CONSENT OF THE ARBITRATION

Sub.—I.D. Act—I.D. between the management of Telecom Department, Tirupathi and Shri K. Dhanunjayulu, ex-casual mazdoor over alleged illegal termination of his services—Report on conciliation—parties agreed for Arbitration under section 10-A of the I.D. Act.

Kindly refer to the Report on Conciliation for Arbitration No. 8(7)/94-ALC-BZA dated 19-12-94 of the ALC (C) Vijayawada addressed Secretary to the Govt. of India Ministry of Labour, New Delhi on the above subject.

I am hereby giving my written consent for the Arbitration in the above mentioned dispute under Section 10-A of I.D. Act.

Sd/-

(A. PRABHAKAR)

Regional Labour Commissioner (Central),
Hyderabad

[No. L-40012/257/94-IR(DU)]

K.V.B. UNNY, Desk Officer

नई दिल्ली, 22 फरवरी, 1995

का.आ. 729 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एक सी आई के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, विशाखापटनम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-2-95 का प्राप्त हुआ था।

[सं. एल-22012/54/एफ/92-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 22nd February, 1995

S.O. 729.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure in the industrial dispute between the employers in relation to the management of F.C.I. and their workmen, which was received by the Central Government on the 21-2-95.

[No. L-22012/54/F/92-IR(C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, VISAKHAPATNAM, ANDHRA PRADESH, VISAKHAPATNAM

PRESENT :

Sri K.V.S. Saryanarayana Murthy, B.L.,
Chairman & Presiding Officer.

Monday, the 30th day of January, 1995

I.T.I.D. No. 20/92(Central)

BETWEEN

Kum. Ganedi Venkata Nagamani,
D/o G. Padmavathi,
Ramraopet, behind H.P.O.,
Tadepalligudem,
West Godavari Dist.—534102.

.. Workman.

AND

The District Manager,
Food Corporation of India,
Tadepalligudem-534102,
West Godavari Dist.

.. Management.

This dispute coming on for final hearing before me in the presence of Sri C. Srirama Murthy, Advocate for workman and Sri C. Sanjeeva Rao, Advocate for management upon hearing the arguments of both sides the court passed the following :

AWARD

(1) This ITID is registered on a reference made by Ministry of Labour, New Delhi dated 31-8-92 in letter No. L-22012/54/F/92-IR(C-II). Following is the reference :

"Whether the action of the management of Food Corporation of India is justified in terminating the services of Kum. G.V. Nagamani, part-time Sweeper by entrusting the sweeping work to a contractor ? If not, to what relief the worker concerned is entitled to ?"

(2) The brief facts of the claim statement are as follows :

The petitioner Kum. G.V. Nagamani joined as casual labour as sweeper in Food Corporation of India, District Office, Tadepalligudem with effect from 9-12-86 and she worked there till 14-10-87, the date of termination. It is stated in the order of

termination that her services were no longer required by the employer. She worked for more than 240 days and so she is deemed to be in continuous service of the respondent under section 25B(a)(2) of the I.D. Act.

(3) The petitioner approached the district and regional manager, Food Corporation of India for reinstatement. But of no avail. The petitioner was paid Rs. 240.25 as wages in lieu of notice of one month and a compensation of Rs. 116.25 for 15 days by way of cheque and the employer terminated her services without assigning any reasons. The orders of termination are illegal and opposed to the principles of natural justice.

(4) The petitioner studied 7th class and she has to maintain her old mother and family members. The conciliation proceedings before the Asstt. Commissioner of Labour, Central, Visakhapatnam failed. The petitioner endorsed with the work of sweeping the building and other miscellaneous works. She worked as a full time worker. The petitioner was working under contractors and he is attending to the duties as usual ever since the retrenchment. The acceptance of cheque is not a estoppel for continuous service. The retrenchment is malafide, arbitrary and unfair. Therefore this application is filed for reinstatement with back wages.

(5) The respondent filed a written statement mainly contending as follows : The allegations made in the petition are not true and correct. The respondent is having a regular sweeper in the district office of the Food Corporation of India in Tadepalligudem. When there were two separate office buildings the petitioner helped the sweeper at the other office building for some time but the petitioner never worked continuously for 240 days in a year. She was only casual worker, engaged at the rate of Rs. 7.75 per day.

(6) In view of the circular issued by Food Corporation of India Head Quarters, New Delhi to all District Manager in A.P. to retrench all casual workers by paying retrenchment compensation to those employees who worked on casual or daily rated employees subsequent to 2-5-86. The petitioner is a casual part time sweeper employed during December 1986 and therefore she is retrenched from service as per the procedure contemplated under the I.D. Act. It was intimated to the Asstt. Commissioner of Labour (Central), Visakhapatnam and also Secretary, Ministry of Labour, Government of India, New Delhi. Now the entire office is situated in own building instead of two buildings. There is no post of additional sweeper. The retrenchment was effected from 5-10-87 following the procedure contemplated under Sec. 25F of the I.D. Act.

(7) There are several contractors, who undertook to send their employees for sweeping work etc., as and when required by the respondent. But they are not employees of the respondent. The petitioner cannot style herself as the employee of the respondent. Further the petitioner having accepted the retrenchment compensation etc., in 1987. She cannot now claim to be the employee of the respondent. Therefore, the reference may be answered in negative. The claim may be dismissed.

(8) The points for consideration are :

(1) Whether the termination of services of the petitioner are illegal ?

(2) Whether the petitioner is entitled to for reinstatement ?

(3) To what relief ?

(9) It is contended that the petitioner is only a part time sweeper and so she is not a workman. The definition in Section 2 Clause (5) 'workman' includes even part time workers who have been in service for a long period. In 1988 Lab-IC 505 in the case of Arvindbhai Kanabhai Maru, V.K. Desai, it is held that the definition of workman in the I.D. Act is couched in sufficiently wide terms so as to include even the part time employees who have been in service over a long period.

(10) Therefore the contention of the petitioner that who is a part-time worker from 9-12-86 to 14-12-87 for more than 240 days as under Sec. 25(b)(a)(ii) of the I.D. Act is established. It is clearly admitted in the evidence and also in the claim statement as para 5 that the petitioner was given one month wages of Rs. 240.25 in lieu of notice of one month contemplated under Sec. 25F of the ID Act and also paid compensation of Rs. 116.25 for 15 days by way of a cheque. It is also admitted fact that the termination notice contained that her services were no longer required which amounts to a simple termination. In the said circumstances it is rightly contended on behalf of the respondent management that the two pre-requisite conditions of 25F have been complied with and so the orders of termination not illegal. A casual employee can be terminated by a simple notice of termination in addition to the fulfilment of the two pre-requisite conditions of Section 25F. In the said circumstances the orders of termination are valid and the petitioner is not entitled for reinstatement or any other relief. The points are answered accordingly.

(11) In the result the claim of the petitioner cannot be sustained. The orders of termination are justifiable and the petitioner is not entitled to any relief. The reference is answered accordingly. Nil award is passed. No costs.

Dictated to steno transcribed by her given under my hand and seal of the court this the 30th day of January, 1995.

K. V. S. SURYANARAYANA MURTHY,
Chairman

APPENDIX OF EVIDENCE IN ITD No. 20/92
WITNESSES EXAMINED

For Workman :

WW1 : Kum. G. Venkata Nagaswami.

For Management :

MW1 : J. Venkateswara Rao.

DOCUMENTS MARKED

For Workman :

Ex. W1 : 9-12-86 : Appointment order.

Ex. W2 : 14-10-87 : Termination order.

Ex. W3 : 6-8-88 : Representation letter addressed to management.

For Management :

Ex. M1 : 21-7-87 : Circular issued by management.

Ex. M2 : 14-10-87 : Lr. addressed to Secretary, Ministry of Labour.

Ex. M3 :—Statement showing the number of working days of workman.

Ex. M4 :—Acknowledgement signed by workman.

नई दिल्ली, 22 फरवरी, 1995

का. अ. 730.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस ई सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 21-2-95 को प्राप्त हुआ था।

[सं. एल-22012/16/92 आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 22nd February, 1995

S.O. 730.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Bhubaneswar as shown in the Annexure in the industrial dispute between the employers in relation to the management of SEC Ltd. and their workmen, which was received by the Central Government on the 21-2-95.

[No. L-22012/16/92-IRCII]

RAJA LAL, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA. BHUBANESWAR

PRESENT :

Sri P.K. Tripathy, M.A.L.L.B.,
Presiding Officer, Industrial Tribunal,
Orissa, Bhubaneswar.

Industrial Dispute case No. 42 of 1992 (Central)
Dated, Bhubaneswar the 30th January, 1995

BETWEEN :

The management of Ib Valley Area of
S.E.C. Ltd., P.O. Brajrajnagar.
Dist : Sambalpur.

.. First party-management.

AND

Their workman Sri Kartik Giri.
Village : Banjhipalli P.O. Banchagaon,
Dist : Sambalpur.

.. Second party-workman.

APPEARANCES :

None—For both the parties.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-22012/16/92-IR(C.II) dated 8-9-92 :—

“Whether the action of the management of S.E.C. Ltd., Ib Valley Area, Brajrajnagar, P.O. Brajrajnagar Dist : Sambalpur in dismissing the services of Shri Kartik Giri vide management's letter dated 31-8-90 is justified ? If not, to what relief the concerned workman is entitled to ?”

2. At the stage of hearing, the second party-workman did not turn-up to adduce evidence, hence he was set exparte on 14-11-94. At the stage of exparte hearing on 30-12-94, the management filed a petition that the parties have settled the dispute and prayed to record the settlement. Since the workman who is a party to the settlement, did not appear on that date, the case was adjourned to 28-1-95 for recording of settlement or in the event of failure for exparte hearing. The parties did not appear on that day to press the matter relating to recording the settlement. Hence, that petition was rejected as not moved. Since the management has not taken any step, therefore, it is thought not proper to further linger the matter, in as much as, due to the reason of settlement

outside the Court, the management is perhaps not interested to pursue the litigation any further. Hence, the case was posted for Award.

3. After persual of the dispute and the pleadings of the parties, this Tribunal pass a no dispute award, in as much as, there is no evidence in record to answer the reference in any other manner.

Dictated & corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 22 फरवरी, 1995

का. आ. 731.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबंधन से संवद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-2-95 को प्राप्त हुआ था।

[सं. एल-22012/12/एफ/90 आई आर(सी-II)]
राजा लाल, डेस्क अधिकारी

New Delhi, the 22nd February, 1995

S.O. 731.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on the 21-2-95.

[No. L-22012/12/F/90 IR(CII)]
RAJA LAL, Desk Officer

ANNEXURE

BEFORE SRI B.K. SRIVASTAVA PRESIDING
OFFICER, CENTRAL GOVERNMENT IN-
DUSTRIAL TRIBUNAL-CUM-LABOUR
COURT PANDU NAGAR, DEOKI PALACE
ROAD, KANPUR

Industrial Dispute No. 149 of 1990

In the matter of dispute between :
Senior Regional Manager,
Bhartiya Khadya Nigam,
56, Hobibulla Estate,
Hazaratganj, Lucknow.

AND

Sri T.B. Singh,

Executive Member,
DKN Karamchhari Sangh,
41/417 Janki Bhawan,
Narhi Lucknow.

AWARD

1. The Central Government, Ministry of Labour, New Delhi, vide its notification No. L-22012/12/11/90(Kol. II) dt. 11-6-90, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the Senior Regional Manager Food Corporation of India, Lucknow in harrasing Sri BN Singh, MW-1 on account of his union activities by spoiling for the year 1986, resulting in his not being considered for promotion to the higher post, was justified ? If not, to what relief the workman concerned is entitled ?

8. The union which had espoused the case of workman, in its written statement has alleged that the workman was working as Tech. Assistant Gr.I. His promotion became due in the year 1986. Since the workman was an active member of union, the employer became illdisposed towards him. As such he was not considered for promotion. This act on the part of employer is mala-fide and illegal.

3. The employer had filed written statement. It is not necessary to give details of the defence as the union has informed vide its application dt. 7-9-93 that during the pendency of this case the employer has given promotion. As such the union wants to withdraw this case.

4. In view of the above application, it is ordered that the reference has become infructuous and does not call for any findings.

5. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 फरवरी, 1995

का.आ. 732 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी बी एस बी के प्रबंधन से संवद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चन्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-2-95 को प्राप्त हुआ था।

[सं. एल-42012/180/89 बी-II (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi the 22nd February, 1995

S.O. 732.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tri-

bunal Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of B.B.M.B. and their workman which was received by the Central Government on the 21st February, 1995.

[No. L-42012/180/89 D-II(B)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE SHRI M. S. SULLAR, PRESIDING
OFFICER, CENTRAL GOVT., INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH

Case No. ID 64/90

Arjan Dass Vs. Bhakra Beas Management Board.

For the workman : Shri R. K. Singh

For the management : Shri S. K. Goel

AWARD

Dated : 19th December, 1994

In the wake of industrial dispute raised by the workman u/s 10(1)(d) of the Industrial Disputes Act 1947, (hereinafter to be referred as the Act), the Central Govt. vide letter No. L-42012/180/89-D-2(B) dated 30-4-1990 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of the BB represented through the Chief Engineer, Bhakra Mechanical Division, in terminating the service of Shri Arjan Dass son of Hussain Chand w.e.f. 31-5-1989 is justified? If not, that what other relief the workman is entitled to and with what effect?”

2. The case set up by the petitioner in brief, in so far as relevant is that he was employed as skilled mazdoor on daily wages w.e.f. 1-1-1989 in the Rly. Sub Division of Bhakra Mechanical Division and was continuously employed as such till 31-5-1989 when his services were terminated and his name was not included in the seniority list. It is alleged, that the management had retained in service some junior persons, but the services of the petitioner was disengaged by the management and the management adopted the pick and choose method and had recruited a number of new persons. Accord to the petitioner, the management has, violated the provisions of Section 25-G and 25-H of the Act. On the footing of aforesaid pleadings, the workman claimed his reinstatement with full back wages.

3. The management has contested the claim of the workman and filed the written statement, inter-alia, admitting that the petitioner remained under their employment as skilled mazdoor on daily wages w.e.f. January 1989 to May 1989. He had worked intermittantly during the above mentioned period and only completed 132 days. According to the management, his name was not included in the seniority list of skilled mazdoor, ending on 31-3-1989 as he had worked for less than 120 days, to the seniority list was prepared, as per the rules from the BBMS in respect of seniority list, in pursuance of the verdict of Hon'ble H. P. High Court, in case of Ram Piara and others Vs. BBMS passed in CWP No. 27 of 1988. Petitioner did not raise any objection when the seniority list was prepared. According to the management, those persons were retained who were in a separate category unskilled labour at the lower daily rates which the other persons were not willing to do it. It is alleged that the petitioner has only completed 132 days, so question of violation of any provision of the Act did arise. It will not be out of place to mention here that the management has stoutly denied the other allegation of the workman. That being so, the management, prayed the dismissal of the reference petition.

4. Controverting the allegations contained the written statement and reiterating the stand taken the claim statement, the workman filed the rejoinder.

5. The petitioner, in order to substantiate his claim, appeared as his own witness as WW1, who has tendered into evidence his affidavit Ex. W1. He has placed Ex. W2 the office order Ex. W3 the list of daily rated workmen, Ex. W4 is the list of unskilled mazdoors employed in Rly. Sub Division.

The management in order to rebutt the evidence brought on record by the workman, examined Shri H. S. Turna SDO as MW1, who has tendered into evidence his affidavit Ex. M1. He has also tendered into evidence letter Ex. M2 Ex. M3, copy of affidavit of D.B. Sood in the H. P. High Court Ex. M4 the copy of judgement in CWP No. 27/88.

6. Having heard the representatives of the parties having gone through the evidence on record and after considering the matter deeply, to my mind, the reference petition deserved to be declined.

7. The facts of this case are neither intricate, in dispute. It is admitted case of the parties that the petitioner has only worked for 132 days. The affidavit filed by the management Ex. M1 proved

by the MW1 would revealed that the number of working days of the petitioner are tabulated as under :

1/89	3-1-1989 to 31-1-89	28 days
2/89	2-2-89 to 28-2-89	27 days
3/89	3-3-89 to 31-3-89	28 days
4/89		28 days
5/89		21 days

Total : 132 days

Now, the short and significant question, though important, arises for determination in this case is, whether the petitioner is entitled to any relief as contemplated under Chapter V of the Act. Section 25-F of the Act postulates that no workman employed in any industry, who has been in continuous service for not less than one year under an employer, shall be retrenched by that employer unless (a) the workman has been given one months notice in writing, indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice, (b) the workman has been paid, at the time of retrenchment compensation, which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate government or such authority as may be specified by the appropriate government by notification in the official gazette.

Section 25-B postulates that a workman shall be said to be in continuous service for a period if he has been for that period in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock out or a cessation of work which is not due to any fault on the part of the workman. Sub clause (2) of that section says that where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months he shall be deemed to be in continuous service under an employer for a period of one year, if the workman, during which calculation is to be made, has actually worked under the employer for not less 240 days.

The combined reading of the provisions of Chapter VA of the Act would go to show that a retrenchee person is that person who had put in 240 days of continuous service. Admittedly, as indicated earlier and taking the risk of repetition, the petitioner had on completed 132 days and had not completed 240 days of continuous service. If that is so, then to my mind, he can not possibly be termed as retrenchee, so as to attract the provisions of Section 25-F and 25-G of the Act.

The sole contention of the representation of the workman that since the services of the petitioner, were disengaged by the management without

paying him any compensation so his termination is bad, is devoid of merit, because as termination above, he can not be termed as retrenchee. It is now well settled that, if a workman had not put in 240 days of service, he has no industrial rights and can not therefore, avail of the machinery under the Act. Policy of the Act draws a distinction between employees with a service of 240 days and more and others with less. It was not necessary for the management, in present case, to comply with the provisions of Section 25-F of the Act before dispensing with the services of the petitioner as claimed by him. Hon'ble Supreme Court of India has categorically observed in para 159 of judgment in case of Gujarat Steel Tubes Ltd. etc. Vs. Gujarat Steel Mazdoor Sabha & others AIR 1980 S.C. 1896 that policy of the Act draws a distinction between those with service of 240 days and more and others with less. Workman with a record of 240 days on the roll, are a class, who have only rights under the industrial law. Hon'ble Punjab & Haryana High Court in a recent judgment in Karnal Central Co-op. Bank Ltd. Karnal Vs. The Presiding Officer Industrial Tribunal-cum-Labour Court Rohtak and others 1994(1) P.L.R. Page 310 has also reiterated and held that industrial workers who do not complete 240 days of service have no industrial rights under the Act. In that eventuality, it was not necessary for the management to comply with the provisions of the Act. Reliance in this regard can also be placed to judgments, State Bank of India Vs. M. V. Rawal 1981(1) S.L.R. 831, the manager, State Bank of Indore Kanpur Vs. Presiding Officer, Industrial Tribunal Centre Kanpur and others 1990(60) F.L.R. 672, Raj Bahadur Vs. General Manager, Food Specialities Ltd. Moga and others 1990(5) SLR 695 and CWP No. 13522 of 1991 Hari Kishan Saini Vs. Presiding Officer, Central Govt. Industrial Tribunal cum-Labour Court, and others of Punjab & Haryana High Court decided on 4-3-1992.

Faced with the situation, the representative of the workman contended with some amount of vehemance that no doubt the petitioner has not completed 240 days but he is entitled for re-employment u/s 25-H of the Act. I have considered the arguments, which to my mind, are again not tenable because as reproduced above, the only point of reference is, whether action of the management of BBMD in terminating the services of the petitioner w.e.f. 31-5-1989 is justified. Sub Section 4 Section 10 of the Act postulates that the Labour Court has to confine its jurisdiction to the points of dispute specifically referred to it u/s 10(1) of the Act as the Labour Court and Tribunal under the Act are not court of plenary jurisdiction and the limits of their jurisdiction are regulated by the provisions of sub-section 4 of Section 10 of the Act. Furthermore, a line of judgments have categorically held that a workman who is not in continuous service as contemplated u/s 25-B and does not satisfy the requirement of

Section 25-F of the Act, he is not even entitled to the benefits of Section 25-H of the Act. Reliance in this regard can be placed to a judgment in case of Indian Airlines and Sebastian 1991(62) FLR 755.

Thus, it would be seen that, if the aforesaid provisions of the Act are put together and are analysed in relation to the law laid down in the aforesaid judgements, then, to my mind, conclusion is unescapable that workmen who had not completed 240 days of their service, had no industrial rights, which can be enforced by the Tribunal under the Act. Even the Appropriate Government has not formed a correct opinion in sending the reference of those employees who had not completed 240 days in view of the DB judgement of Hon'ble Punjab & Haryana High Court in Mehar Singh Vs. State of Haryana & others 1944 (ii) LLJ page 250. Thus, it would be seen that the contention of the representative of the workman is neither tenable nor the judgement cited by him would come to his rescue. On the other hand the judgements in Central Co-op Bank Ltd., Karnal Vs. the Presiding Officer, State Bank of India Vs. M. V. Rawal, The management, State Bank of Indore Vs. Presiding Officer, Industrial Tribunal (Central), Kanpur and Rai Bahadur Vs. General Manager, Food Specialities Ltd., Moga and CWP 13522/91 Hari Kishan Saini Vs. The Presiding Officer (Supra) are complete answer to the problem in hand.

In the light of the aforesaid reasons, I can not help observing, that the workman can not possibly be termed as a retrenchee and is not entitled for any benefit under the Act. Consequently, there is no merit in the reference petition and the same is declined. It is held that the action of the management of Bhakra Beas Management Board, in terminating the services of the petitioner is justified and he is not entitled to any benefit of the provisions of the Act. The appropriate Govt. be informed accordingly.

Chandigarh.

19-12-1994.

M. S. SULLAR, Presiding Officer

नई दिल्ली, 23 फरवरी, 1995

का.ग्रा. 733.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्रा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-2-95 को प्राप्त हुआ था।

[संख्या एल-12012/409/92-आई.आर. बी-2]
बी. के. शर्मा, डैस्क अधिकारी

New Delhi, the 23rd February, 1995

S.O. 733.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 23-2-95.

[No. L-12012/409/92-IR (B-II)]
V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. PANSE, Presiding Officer.

Reference No. CGIT-2/30 of 1993

Employers in relation to the Management of Bank of Maharashtra.

AND

Their Workmen

APPEARANCES :

For the Employers.—Mr. Mohan Vojhala, Representative.

For the Workmen.—Mr. V. Y. Khaudekar, Representative.

Bombay, the 27th January, 1995

AWARD

The Government of India, Ministry of Labour, New Delhi by its letter No. L-12012/409/92-IRB-II dated 26-3-1993 referred to the following industrial dispute to this Tribunal for adjudication. It is in the following terms :—

"Whether the action of the management of Bank of Maharashtra, Akola Region in dismissing the services of Shri S. J. Chandak, Clerk, Rajpeth Branch, Amravati with effect from 29-3-1990 is justified and legal ? If not, to what relief the workman is entitled ?

2. Shri Umesh Jaikishan Chandak was appointed as a Clerk in the Bank of Maharashtra. Since 8-8-83 he worked at the Rajpeth branch of the Bank of Maharashtra. He was efficient and a sincere employee of the Bank and he had a good relations with the customers and the staff. The then Branch Manager Mr. Jog was against the workman and as a result he malafidely tried to involve the workman in certain alleged irregular transactions of some account holders of the Bank. This is with a view to cover up the irregular transactions of some account holders and the mis-deeds, of the staff and the then branch manager.

3. The workman contended that Mr. Jog obtained a statement on or about 16-12-1987 from the workman after the banking hours under coercion and also by exercising undue influence in presence of his friend who was a Police Inspector in his own cabin in respect of certain over drafts which had occurred in the account of one customer Shri Lavale. The Branch Manager assured him that no action will be taken against him but later on he referred the matter to the higher authorities.

4. On July 23, 1988 a chargesheet was issued to the workman contending that he had committed major irregularities contemplated under para 19.5(d) of the Bipartite Settlement. On December 1, 1989 an enquiry was started and he was held to be guilty in respect of two charges out of the six charges. Then the Disciplinary Authority issued a show cause notice to the workman on March 5, 1990. While doing so he rejected the report of the Enquiry Officer dated November 20, 1984 wherein he found the workman guilty under both the charges. According to the Disciplinary Authority the major mis-conducts which

were committed by the workman were under para 19.5(j) only. The Disciplinary Authority gave its report on February 8, 1990 and ultimately after several hearings on the workman the order of dismissal was passed on 29-3-1990. The workman preferred an appeal on May 14, 1990 which came to be dismissed on July 6, 1990 after giving the workman a hearing. Thereafter the workman approached the Assistant Labour Commissioner by his letter of June 10, 1992 but the conciliation was not materialised and hence the Labour Commissioner sent a failure report on November, 7, 1992. Thereafter the reference came to the Central Government Industrial Tribunal as stated above.

5. The workman contended that the production of documents dated December 6, 1987 was at a very late stage. His opportunity was denied by such late production. He further submitted that the statement of the workman was not challenged in the cross-examination and even then the Enquiry Officer had come to the conclusion that the workman had committed major irregularities. His findings are perverse.

6. It is averred that the workman contended that there was an opportunity given to all other Staff members to have accessed to various ledgers and the balance books therefore it can not be said that the workman alone must have done the alterations as alleged. It can be further seen that the handwriting expert for the purpose of identifying the handwriting in the books of account of the Bank was not examined by them. There was no complaint whatsoever regarding the alterations incurred in the balance of Mr. Lavale's account held by the Bank. All these facts clearly go to show that the enquiry which was held against the workman is not just and proper.

7. The workman pleaded that so far as the second charge is concerned, by which it is alleged that in the savings bank account of Shri Malpani bearing the No. 3155 the workman passed a superfluous credit of Rs. 1,000 which was subsequently withdrawn and the difference was concealed by resorting to alteration in the balance book. It is submitted that the Enquiry Officer on the basis conjectures and surmises came to the conclusion that the charge which is proved is illegal and improper. Then the Appellate Authority did not consider the matter thoroughly but passed the order mechanically. It is averred that the Enquiry Officer committed a grave error of law by considering and admitting the document written by the Police Constable Shri Kishor Pandya which was not proved and which clearly showed that the letter dated 16-11-87 was written by the workman in presence of the Police Officer in the cabin on Branch Manager under coercion and duress. For all these reasons it is pleaded that the action of the management of Bank of Maharashtra, Akola region in dismissing the workman to be set aside and to grant him reinstatement with full back wages and continuity in service.

8. The management by their written statement exh. 3 denied all the allegations of the workman. It is averred that the enquiry is just, legal and proper and the findings given by the Enquiry Officer are reasons. It is pleaded that the production of the documents dated 16-12-87 was not at all at a later stage. That document was given by the workman in response to the Bank's letter dated December 14, 1987. It is averred that the workman later on in reply to the letter dated December 16, 1987 had written another letter dated December 21, 1987 by which he admitted his guilt. There was no bias against the workman by the then Branch Manager Mr. Jog as alleged by the workman. It is asserted that as the workman admitted the charges there was no need to call the handwriting expert for proving the handwriting. It is prayed that as there is no merit in the claim of the workman it deserves to be dismissed with cost.

9. The workman reiterated his contentions by rejoinder at Exh. 4. He asserted that the imputations of the gross mis-conducts which are alleged to be committed by the workman are not governed under para 19.5(j) of the Bipartite Settlement. As such the charge which is prepared by the Bank is very vague. It is pleaded that the Bipartite Settlement does not provide for the list of imputations which would constitute the misconduct to be covered by clause 19.5(j). Under such circumstance, the workman cannot be held to be guilty of gross mis-conduct under that head.

10. The issues that fall for my consideration and my findings thereon are as follows :—

REASONS

ISSUES	FINDINGS
1. Whether the departmental enquiry held against the workman is against the principles of natural justice ?	NO
2. Whether the findings of the Enquiry Officer are perverse ?	NO
3. Whether the action of the management of Bank of Maharashtra Akola Region, in dismissing the services of Shri S. J. Chandak, Clerk, Rajpeth Branch, Amravati w.e.f. 29-3-1990 is justified and legal ?	YES
4. If not, to what relief is the workman entitled to ?	Does not survive.

REASONS

11. Both the parties by purshis exh. 7 informed the Tribunal that they do not want to lead any oral evidence. They relied upon the documents which are produced on the record and submitted their written arguments. After perusal of the claim and the written statement of the principles of natural justice. From the statement of claim workman, there are no serious allegations in respect of the departmental enquiry. It is not asserted that the departmental enquiry is not just and proper and is against the what I could trace out was there was a delay in the production of some documents i.e. letter dated 6-12-87 (exh. 5/1). After going through the departmental enquiry proceedings which are produced alongwith exh. 5 it cannot be said that the production is at a delayed stage. It can be further seen that no prejudice is caused to the workman for the production of that letter. He was given sufficient opportunity to cross-examine the witnesses.

12. Exh. 5/1 is a copy of the chargesheet dated July 23, 1988. In the beginning of the charge-sheet the management has narrated different facts resulting into gross misconduct of the workman and later on have mentioned that the workman had committed gross mis-conducts under para 19.5(j) and 19.5(d) of the Bipartite Settlements. The representative of the workman argued that as there is no accuracy of precision in the charge, it has to be said that the workman was not given sufficient opportunity. To substantiate this he placed reliance on *Gopalkrishna Prabhu v. Central Bank of India*, 1991, S.C. page 61. While deciding the matter Their Lordships have observed when there is a charge of misconduct, it should be defined with precision and accuracy. If the charges framed against petitioner is found proved would not constitute misconduct as defined in clause captioned "Doing any act prejudicial to the interest of the Bank." Relying on the ratio given in this authority the representative of the workman argued that even if it is said that the charge is proved it does not fall within the clause caption of doing any act prejudicial to the interest of the Bank as mentioned in para 19.5(j) of the Bipartite Settlement. On its basis it is held to be proved by the Disciplinary Authority his report dated February 8, 1990. The chargesheet so far as imputations at paras 1 & 2 are concerned reads as follows :—

1. In the S.B. A/c No. 3102 of R. M. Lavale it is alleged, CSE inflated the balance by Rs. 10,000 which was subsequently withdrawn by account holder. The difference is concealed by resorting to alterations in Balance Book.
2. It is alleged, CSE passed a superfluous credit of Rs. 1,000 in the account of Shri J. J. Malpani A/c No. 3156. The Superfluous credit of Rs. 1000 was subsequently withdrawn. The difference is concerned by resorting to alteration in Balance Book.

13. After receipt of these imputations I am not inclined to accept that they do not constitute an act prejudicial to the interest of the Bank. They are held to be proved.

It clearly goes to show that by alteration in the account, of the account holder Mr. Chandak was to withdraw some amount which, he was not entitled to. In another case, in the account of Mr. Malpani superfluous credit of Rs. 1000 was shown and that amount was withdrawn. The alterations were made in the balance books to that effect. By doing these acts the goodwill of the bank has been damaged. The interest of the Bank for more business and the faith of the people in the Bank has been damaged. This act which is against the interest of the Bank is an act prejudicial to the interest of the Bank.

14. The charges which are framed against the workman are clear in terms. There is no ambiguity in it. The workman was given an opportunity to give his say in the matter and he was allowed to cross-examine the witnesses of the management and lead evidence. The witnesses were examined in the proceedings of the workman. It is not a case of the workman that he was not allowed to be represented properly. He was further allowed to prefer an appeal against the findings of the Disciplinary Authority and he was given a personal hearing by the Appellate Authority and then only his appeal was dismissed. The Enquiry Officer, Disciplinary Authority and the Appellate Authority had given cogent reasons for coming to the conclusion.

15. The case of the workman appears to be that one Mr. Jog who was the then Branch Manager wanted to make this workman a scape goat for the alleged irregularities in the Bank. Naturally the workman had to prove this fact and he did not. It can be further seen that the management is not supporting the Branch Manager. It cannot be said that the management had a bias mind against the workman and therefore the departmental enquiry is started. It is so because the Enquiry Officer found the workman guilty under both the heads, for two charges. While discussing the evidence the Disciplinary Authority came to the conclusion that the gross negligence which is done by the workman falls under one head only and not under two heads as held by the Enquiry Officer. If the position would have been otherwise then the Disciplinary Authority would have accepted the report of the Enquiry Officer.

16. The workman contended that the letter dated 16-12-87 (exh. 5/5) was written by him and Mr. Jog made him write this under coercion and undue influence. It is tried to suggest that it was written in the cabin of the Branch Manager Mr. Jog in the presence of a Police Inspector who was his friend. After the perusal of that letter, it appears that it is in response to the Bank's letter dated 14-12-87 (exh. 5/4) for the sake of argument if it is accepted that this letter was got written by using undue influence and coercion then in the subsequent letters written by the workman dated December 21, 1987 these facts would have been covered. But they does not appear to be so. It can be further seen that if that would have been the position the workman would have complained to the union or any other authorities including the Police station that such an act was committed by Mr. Jog the then Branch Manager. He had not done so. Therefore I am not inclined to accept that the said letter was got written by the management by using undue influence on him and by not giving promises that no action will be taken against him.

17. It is tried to suggest that the handwriting expert is not examined in the matter. Therefore it cannot be said that the handwriting of those relevant documents are in the handwriting of the workman. The Enquiry Officer had given cogent reasons for his findings that it is of the workman and not of anybody else. It can be further seen that by the letter dated 16-12-87 and 21-12-87 the workman had accepted his guilt. He pleaded sympathy from the management. Not only that the Enquiry Officer had before admitted the signatures of the workman with that of the disputed and come to the conclusion that it is of the same man. He can do so and I find justification in the same. I therefore accept his conclusions.

18. As I have already mentioned above so far as the procedure of the enquiry is concerned there is no deficiency in it. It is as per the principles of natural justice. Now the workman has to prove that the findings arrived at by the Enquiry Officer are perverse. He has failed to do so. It is tried to argue that the access to various ledgers and balance books etc are to all the staff members of the branch

and therefore it was not at all possible to come to the conclusion that the workman alone must have done the alterations as alleged. As the handwriting is of the workman, he is the person who had done the alterations. Further more, being his neighbour the workman was admittedly doing his banking work. It can be further seen that along with exh. 9 the xerox copies of the letter written by Lavale of 9-9-89 clearly goes to show that the workman was doing some banking work for Lavale. No doubt there is a reference in respect of Mr. Jog but no importance can be given to it, as there is no other record to support this.

19. It is tried to argue that in the Enquiry Officer report on pages 12 & 13 it is mentioned that the management has not brought on the record anything to show that who committed the alleged illegalities. After the perusal of pages 12 & 13 of the Enquiry report what is observed by the Enquiry Officer is that the management has not bothered to confirm whether the amount is recovered or that it is still recoverable. I must mention it here that the report of the Enquiry Officer is very clear. It is with all cogent reasons for its findings. Under such circumstances I do not find any perversity in the findings arrived at by him and hence I record my findings on the points accordingly and pass the following order :—

ORDER

1. The action of the management of Bank of Maharashtra, Akola Region in dismissing the services of Shri S. J. Chandak, Clerk, Rajpeth Branch, Amravati with effect from 29-3-1990 is justified and legal.

2. No order as to costs.
27-1-95.

S. B. PANSE, Presiding Officer

नई दिल्ली, 23 फरवरी, 1995

का. आ. 734.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रवन्धन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-2-95 को प्राप्त हुआ था।

[संख्या एल-12012/235/85 डी. 2(ग)/आई.आर. बी-2]

वी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 23rd February, 1995

S.O. 734.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 23-2-1995.

[No. L-12012/235/85-D.II (A)/IR (B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. R. Panso, Presiding Officer.
Reference No. CGIT-2/43 of 1986Employers in relation to the management of Bank of
Baroda

AND

Their Workmen.

APPEARANCES :

For the Employers—1. Shri R. B. Pitale 2. Shri L. L.
D'Souza Representatives.For the Workmen—Shri P. C. Marpakwar, Advocate.
Bombay, the 7th February, 1995

AWARD PART II

On 13-3-91 my Predecessor passed Award Part I. He gave the finding on issue No. 1 that the domestic enquiry which was held against the workman was not just and proper and the principles of natural justice were not followed. It is therefore the management was given an opportunity to prove that the action which they had taken against the workman is just and proper.

2. In fact, I have to answer issues 2, 3, 4 and 5. The issues and my findings thereon are as follows :

ISSUES

FINDINGS

- | | |
|---|---|
| 2. Whether the findings of the Inquiry Officer In the are improper and perverse and are affirmed based upon the assumption that the work- tive man has committed a misconduct ? | |
| 3. Whether the said workman is entitled to In the reinstatement in the service of the affirmative Bank ? | |
| 4. To what relief, if any the workman is entitled to ? | Reinstatement with full back wages and continuity in service. |
| 5. What Award ? | As per order below. |

REASONS

3. In fact, when issue No. 1 was answered in the favour of the workman, natural consequence of it was that the findings of the Enquiry Officer proved to be perverse and improper. But as the issue No. 1 was to be treated as the preliminary issue, it appears that my predecessor had not passed any finding on that issue. It can be further seen that when the written arguments were filed on behalf of the management (Exh. 10) they advocated in respect of the issues 1 and 2. No doubt the workman defended his argument (Exh. 9) in respect of issue No. 1 when he filed a counter argument (Exh. 11) he referred to both the issues. As a formality I will have to give the finding so far as that issue is concerned.

4. Now I have to see all the evidence laid down before me by the management and the charges which were levelled against the workmen were proved or not.

5. To bolster up the case the management examined A.R.D. (Exh. 32) and Kaluram Jain (Exh. 36) and relied upon the documents which were produced at the time of the enquiry. As against that the workman Shri P. B. Bokde (Exh. 43) examined himself.

6. Before discussing their case, in nutshell the case of the management was that on 13-4-83 Mr. Mishra the proprietor of Dhruva Kirana Stores had come to the Bank in connection his Bank account. The workman approached him and persuaded him even though he was not willing to introduce one Mr. Sadashiv Pethe to open his savings account, which he did and later on, a cheque of Rs. 34,750 which was drawn on the Bank's Gorakhpur branch

was deposited in the account of Shri Pethe on 13-6-83. The said cheque was sent to the OBC department for preparation of the schedule. The schedule was prepared and it was sent for despatch department and for marking but the next day it was informed that the cheque and the schedule were missing. On 15-6-83, the workman informed Mr. De and Saifi that he returned the cheque to Mr. Pethe as it was post dated and forward the challan. No permission was obtained from the incharge of the despatch department of the OBC department for return of the cheque. On its basis the charges were levelled against the workman and he was found guilty by the Enquiry Officer and later on an order was passed by the Disciplinary Authority and the Appellate Authority for dismissing him from the services.

7. As an opportunity was not given to the workman to defend himself through legal representative, the enquiry was held to be against the principles of natural justice. A writ was filed against the said order of the Tribunal which was dismissed.

8. The first charge against the workman was that the compelled Mr. Mishra to introduce Shri Sadashiv Manohar Pethe for opening the savings account in their branch. To substantiate this allegation the management relied upon the letter dated 18-6-83 written by Mishra which is at Exh. 26/2. Mishra is not examined in the matter. No doubt several attempts were made to examine Mishra but he did not turn up to the Court. A bailable warrant was issued which was served but he still remained absent therefore he was fined Rs. 500 but the fact remains that there is no evidence of Mishra. It is tried to argue that in the departmental enquiry Mishra's evidence as recorded and he was cross-examined by the workman. That should be taken into consideration while considering this letter. I am not inclined to accept it because the enquiry is against the principles of natural justice. It is therefore the management is allowed to lead evidence before the Tribunal. The management has to prove the circumstances against the workman leading to prove the charges levelled against him. On the basis of this letter it is tried to argue that at the instance of the workman Mishra introduced Pethe in the branch for opening the savings account.

9. Mr. Jain (Exh. 36) affirmed that the account in the name of Pethe was opened on the introduction of Mishra. He further affirmed that in the said account a cheque of Rs. 34,750 was deposited drawn in the Gorakhpur branch on 30-6-83. The OBC schedule was prepared by the concerned departmental official and the cheque was sent for despatch. On 14-6-83 the despatch clerk informed the Officer Incharge of the OBC department that the said cheque is not traceable in the despatch department. He further affirmed that on that day and on the next day they tried to search the cheque and the schedule but they could not do so.

10. Mr. Jain affirmed that he made enquiries with Mishra and he told him that he introduced Pethe at the instance of the workman. He further affirmed that Mishra personally submitted his statement i.e. the letter dated 18-6-83 in his own handwriting and send it to him. He further affirmed that on Mr. Saifi the Clerk was present at that time. On the basis of this it is tried to suggest that the letter is proved. The letter which he referred is not endorsed by the Bank as having received the same. It is a normal practice that whenever a document or a letter is received in the Bank it is recorded in the inward register of the Bank. But no such entry is seen here. He submits that the specimen signature is required for opening an account. The slips (Exh. 26/1) does not bear the signature of the Officer who verified all these things. Really speaking, Mishra being a Businessman would not have acted on the suggestion of the workman. It is not the case that the workman introduced Mishra for opening his account in the branch or that for having the business there. It can be further seen that there is nothing on the record for coming to the conclusion that the staff members cannot introduce anybody for opening an account. As a normal rule the Officer who allowed Mr. Pethe's account to be opened should have seen it. As there is no such evidence, it is really very difficult to accept the version of the management that the workman prevailed upon Mishra who introduced Pethe for opening the account.

11. Mr. Saify the clerk is dead. He had written a letter dated 18-6-83 Exh. 26/5. In this letter it is mentioned that on enquiry by him to the workman on June 15, 1983 the workman told him that he returned the cheque to the person Pethe as it was post dated. The workman also asked him to tell this fact to Mr. De but he asked the workman to do it personally, which he did. Thereafter, Saify reverted the entry. The management wanted to rely on this letter as given by the workman. It is also tried to argue that in view of section 32 of the Indian Evidence Act this letter is admissible. There is no substance in it.

12. Section 32 of the Indian Evidence Act deals with cases in which the statement of relevant facts by persons who are dead or cannot be found is relied upon. Thus the persons who are dead and have their statements are relied in the cases enumerated in that section. Sub-clause 2 deals with orders made in the course of business and which the management wants to rely. It was not the business of Saify and he was not the Enquiry Officer nor was he making any enquiry with Bokde in any other capacity. The alleged letter written by Saify cannot be said to be admissible under Section 32 of the Indian Evidence Act. I am aware that the Evidence Act is not applicable in the Industrial Tribunal and the Labour Courts. But as the management has referred to the said section I have made this comment.

13. The management placed reliance on S. K. Awasthy v/s. M. R. Bhopc, Presiding Officer, 1st Labour Court and Ors. 1994, 1 CLR, 254 and J. D. Jain v/s. State Bank of India, 60 FJR page 50. What is observed in this case is that the standard of proof required to be applied is of preponderance of probabilities. No formal proof is required to be adduced in respect of documents produced before the Labour Court or Industrial Court as in a civil or criminal court. In a domestic enquiry the guilt of the workman need not be established as in the criminal prosecution. Rules of evidence are not applicable and all the materials which are logically proved are accepted. On the basis of these principles the management wants to rely on the letter of Mishra and Saify and the oral evidence lead by Jain and De. For the reasons stated above, it is really difficult to accept those letters from the evidence of Jain. It can be seen that logically those letters are not acceptable. As they are not acceptable, the principles laid down in the abovesaid authorities cannot be said to be applicable to the present set of facts.

14. Bokde the workman in his evidence (Exh. 43) categorically denied to have admitted the alterations made and the versions made in the letters of Saify and Mishra. The argument that the workman made a confession before De and that of Saify is not acceptable. Ashis De (Exh. 32) admits that he did not ask for any explanation for the workman as it was the findings of the higher authorities. If really any confession would have been made before him, regarding the return of the cheque to the concerned parties, by the workman then he would have mentioned it so. It can be further seen that no immediate report was made by the Superiors regarding the missing of the Cheque and the schedule. But the entry in respect of the cheque amount was reversed.

15. It is not in dispute that at the concerned time the workman had not concerned in respect of the receiving of cheques nor despatching the same. It is tried to argue on behalf of the workman that there is no evidence to show that the cheque was received and a schedule was prepared. The scroll is not produced and it is reported to be missing. It is argued on that basis that Gorakhpur branch had written letter that no such cheque is issued. Therefore it is tried to suggest that as there was no issuance of the cheque, all the entries are false. I am not inclined to accept this. All entries in respect of all amounts was made at different stages and then it was reverted. There was no need for making such entries. It is not in dispute that the cheques drawn in the same branch and of the same Bank, the amount of the cheque

deposited is credited immediately. No sooner the credit was recorded the cheque was removed from the despatch section. There should be an evidence to prove that the workman had removed the cheque from the despatch section. He was not the despatch clerk. It appears that on 13-6-83 when the cheque of Rs. 34,750 was presented, the despatch clerk was on leave. On the next day i.e. 14-6-83 the report was made that the schedule and the cheque is not traceable.

On 15-6-83, again they tried to search it but could not find it. Thereafter, further enquiry started. So far as the workman's link to missing the cheque is concerned, the management wants to rely only on the letter of Mishra and that of Saify. I have already observed above that both these letters are not acceptable. It can be further seen that if really Mishra wanted to support the management, he would have come before the Tribunal and lead the evidence.

16. The management tried to submit that there are vague denials in the evidence of the workman and on the other hand they had established to prove the claim. I am not inclined to accept it. Bokde in his evidence had clearly denied all the allegations made by the management, as against that the management had failed to establish the charges levelled against him. It can be seen that the management wants to link Pethe's non-existence with the evidence namely the registered envelope which came back unclaimed and on their investigation that the person is not in receipt of it. So far as the letter of not claim is concerned, the only inference which can be drawn is that the person does not want to claim it. So far as the other evidence are concerned, the management had not examined anybody who had given particulars about Mr. Pethe, that he was not there. I am therefore not inclined to accept that such a person is not in existence. It is because the management wanted to bring on the record that the account in the name of Mr. Pethe was opened by the workman with an intention to defraud the Bank with a huge amount. I have already observed above that the management had failed to establish that the workman was responsible for opening the account and that he had taken away the cheque and destroyed the same.

17. The workman had affirmed that the Cashier is responsible for this action against him. But he was not in a position to adduce any evidence. It is tried to suggest that in the cross-examination the workman affirmed that he does not know who was Mishra even though he cross-examined him at the time of the domestic enquiry. It is to be noted that he cross-examined him but that does not mean that he know him. On its basis it cannot be said that the workman is not trust-worthy.

18. In the cross-examination of the workman it is tried to prove on the record that the workman owns a house and he gets rent out of it and he does some other business, also for earning his livelihood. It is a fact that he is not in service and therefore it cannot be said that he is employed somewhere. It cannot be forgotten that for living one has to do some work and the management cannot take advantage of that situation for denial of back wages. For the above said reasons, I record my findings on the point accordingly and pass the following order :

ORDER

1. The action of the management of Bank of Baroda, Nagpur in dismissing from service Shri P. B. Bokde, Clerk, Dharampeth Branch, Nagpur with effect from 26-2-85 is not just and fair.
2. The management is directed to reinstate Shri Bokde, the clerk w.e.f. 26-2-85 with full back wages and continuity in service.
3. The management is further directed to pay the workman Rs. 500 as the cost of this reference.

Dated : 7-2-1995.

S. B. PANSE, Presiding Officer

नई दिल्ली, 23 फरवरी, 1995

का.आ. 735.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-2-95 को प्राप्त हुआ था।

[संख्या एल-12012/436/90-आई.आर. (बी-2)]
बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 23rd February, 1995

S.O. 735.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman which was received by the Central Government on 23-2-1995.

[No. L-12012/436/90-IR(B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2
BOMBAY

PRESENT

SHRI S. B. PANSE
PRESIDING OFFICER

REFERENCE NO. CGIT-2/15 OF 1991
EMPLOYERS IN RELATION TO THE
MANAGEMENT OF BANK OF INDIA

AND

THEIR WORKMEN

APPEARANCES :

For the Employers : Mr. L. L. D'Souza,
Representative.

For the Workmen : Mr. D. P. Patil
Representative.

BOMBAY, dated 25th January, 1995.
AWARD—PART I

The Government of India, Ministry of Labour, New Delhi by its letter No. L-12012/436/90-I dated 4-4-1991 had referred to the following industrial dispute for adjudication. It is in the following terms:—

“Whether the action of the management of Bank of India in relation to its Vite Branch, Dist. Sangli in dismissing Shri

Purushattam S. Gadve w.e.f. 28-5-1987 is justified? If not to what relief is the workman entitled?

2. Shri S. P. Gadve the workman joined the services of the Bank of India as a Sepoy-cum-Hamal w.e.f. 20-12-1974. On 28-6-1987 he was dismissed from the service. It is contended that while doing so the departmental enquiry was held against him. At the said enquiry the principles of natural justice were not followed. Major charges were levelled against him for minor acts. It is contended that the management had a bias against him while initiating the domestic enquiry.

3. The workman contended that the Enquiry Officer even though was requested to carry out the enquiry proceedings in Marathi rejected his application, which caused prejudice to him. It is asserted that the workman wanted to examine the witness in his defence but the Enquiry Officer rejected the application resulting into mis-carriage of justice. It is pleaded that the findings which are arrived at by the Enquiry Officer are perverse and the punishment awarded is disproportionate to the findings lead to be proved. It is averred that the Enquiry Officer had not taken into consideration the common practice of use of language in that particular area while coming to his conclusion that the charges are proved. He has further proceeded to state that the Enquiry Officer had not taken into consideration what punishments were awarded to such type of cases earlier.

4. The union had represented the case of the workman Shri Gadve asserting that he has been discriminated while awarding the punishment. For such type of cases no Bank's awards the punishment of dismissal. It is therefore prayed that the management may be directed to reinstate the workman with full back wages and continuity in services.

5. The management resisted the claim by their written statement at Exh. 3. It is averred that the service record of the workman is far from satisfactory and he was chargesheeted and punished on several occasions. It is submitted that the charges which were levelled against the workman are perfectly legal and proper and he was given full opportunity to defend his case. It is averred that the workman participated in the enquiry to the fullest extent. He was represented by a person of his choice and the witnesses were examined in his presence and he was given full opportunity to cross-examine the Bank's witness. Furthermore, he was given an opportunity to produce his witness as his defence. It is averred that the Enquiry Officer had submitted his report after satisfying himself and with giving full reasons for his conclusions.

It is pleaded that the workman had already submitted the letter on 20-4-1981 to the Disciplinary Authority admitting all the charges voluntarily

and unconditionally. It is denied that for minor acts major charges were levelled against the workman. It is pleaded that the statement of the workman that the Enquiry Officer was bias against the workman is wrong. It is asserted that the punishment which is awarded to the workman is just and proper. It is asserted that the whole procedure in the domestic enquiry was legal. It is averred that the claim deserves to be dismissed.

6. The workman has finally rejected his contentions at Exh. 4. He reiterated his earlier contentions.

7. My Learned Predecessor framed issues at Exh. 5 on 26-2-1992. On 15-3-1993 he passed an order and directed to treat issues 1 & 2 to be preliminary issues. It can be further seen that while framing these two issues the parties had taken into their mind and from the arguments it appears that these issues relate to the domestic enquiry and its legality. It has to be seen whether the principles of natural justice were followed while conducting the domestic enquiry or not. While answering the issues 1 & 2 I am doing so. The issues and my findings thereon are as follows:—

Issues	Findings
1. Whether at the time of issuing the chargesheet against the workman, the Bank management had a bias against him?	YES
2. Whether the Enquiry Officer who recorded the findings against the workman, had a bias against him,	YES

REASONS

8. To Bolster up the case, the workman examined for himself one Mr. Kulkarni (Exh. 10) the Vice-President of the union who represented his case. On the other hand the management examined Mr. Karnik (Exh. 11) the Enquiry Officer and relied upon the documents produced on the record.

9. It is not in dispute that the chargesheet which was issued to the workman was in English as well as in Hindi. It is clear in its terms, and spelt out all the allegations levelled against him. The workman was asked whether he understood the allegations there for which he answered in the affirmative. He was given an opportunity to represent his case, by one Mr. Kulkarni who happens to be the Vice-President of the union. Not only that he is an M. A. in English. All the witnesses examined by the management were examined in the presence of the workman. The documents on which the management relied were given to the workman in advance. There is some dispute in

respect of the documents at Exh. M-6 which I will discuss later on.

10. It is tried to argue that the application given to the workman that the proceeding should be taken in Marathi was rejected and therefore the principles of natural justice were violated. The reason being that the representative of the workman was well versed with English and in his presence all the proceedings had taken place and not only that he is the Vice-President of the Union. Therefore, it has to be presumed that he knows the procedures more than others. It can be further seen that nothing is brought on the record to show that because of not conducting the proceedings in Marathi any injustice was caused to the workman. In *Ravindra Umesh Gokern & Ors. v/s. Guest Heen Williams Ltd., & Ors.* 1992, 1 CLR page 792 the petitioners were represented by the Office Bearers of the registered trade union to which the petitioners were belonging and that the cross-examination was conducted by the said office bearer. In that case **THEIR LORDSHIPS** have observed that the gravity on behalf of the petitioner is not justified. Even though the enquiry was conducted in English, the office bearer representing the petitioner was fully conversant with English language and he could have obtained the necessary instructions from the petitioner by making them understand that what had been deposed by the particular witness. Therefore it was held that the enquiry was just and proper. Here in this case the ratio given is aptly applicable. It is nowhere mentioned that the workman was unable to get the instructions to carry out the cross-examination of the witness or to understand the proceeding. I therefore find no justification in this plea for coming to the conclusion that the enquiry is not just and proper.

11. The workman wanted to examine the witness by name Misra. He also wanted to examine two other witnesses by name Kuthekar, the Manager of the branch and Shri A. P. Pawar as his witnesses. Kulkarni the witness of the workman admitted that Shri Kuthekar was in the branch with his witness. In fact, the defence representative wanted the Enquiry Officer to bring Shri Kuthekar as the defence witness. It is tried to argue that it is well settled that the parties themselves have to opt their own witnesses and the Enquiry Officer can take no effective steps to force or compel the attendance of any witness.

12. In *Tata Oil Mills Co. Ltd., v/s. their workmen* 25FJR 199, it is observed by **THEIR LORDSHIPS** in a domestic enquiry into misconduct alleged against a workman, the officer holding the enquiry can take no valid or effective steps to compel the attendance of any witness. It is the duty of the workman as much as it is duty of the employer to produce his witnesses before the enquiry officer and if the accused workman did not take steps to produce the witnesses it cannot be alleged that the enquiry officer did not conduct the

enquiry in accordance with principles of natural justice. Relying on this ratio it is tried to argue on behalf of the management that no steps were taken by the workman to produce Kuthekar the then Branch Manager of the Bank to be the witness. It can be further seen that Mr. Kulkarni the witness of the union admitted that they do not want to lead evidence in the matter. From the enquiry proceedings it reveals that the Enquiry Officer tried to contact this witness and inform him the date but he did not turn up. Under such circumstance I find valid justification in the non-examination of the witness. It can be further seen that the Enquiry Officer cannot be held to be responsible for this non-examination. It can be further seen that by his conduct it cannot be said that the principles of natural justice were not followed.

13. So far as Mr. Pawar is concerned, his name was given in the witness list of the workman. But the Enquiry Officer had rejected his application. The reasons are seen on pages 130 & 131 of the enquiry proceedings. The reasons given are that Sri Pawar was not present at that instance. It is not in dispute that Pawar was working in that branch when the alleged incidents took place. It is quite natural for the management's witness not to disclose the name of Pawar when he is cited as the witness of the workman. As this is so, by not allowing the workman to examine Pawar has seriously prejudiced his rights. Prima facie it appears that the workman was not allowed to lead evidence to establish his case of innocence. This is against the principles of natural justice and on its basis it can be very well stated that the enquiry which is held against the workman is not just, legal and proper.

14. The representative of the management relied upon Anand Bazar Patrika P. Ltd. v/s. Their Employees 26 FJR, 168 and State of Andhra Pradesh and others v/s. Nagam Chandrasekhara Lingam and others 1988, 2 LLM, 565. On the basis of these two authorities it is tried to suggest that it was proper on the part of the Enquiry Officer to reject the application of the workman for examining Pawar as the witness. The facts of this case are quite different from the facts before me. The ratio given in these authorities have no application.

15. It is tried to submit on behalf of the workman that he was not given the document M-6 that is the statement. It is not in dispute that the entire document was produced for verification of the workman. The cross-examination was restricted only to the content of page 3. In the case of Andhra Pradesh v/s. Nagam Chandrasekhara Lingam and others as observed above it is open to the Enquiry Officer to limit the right of cross-examination if he feels that it is not required for the compliance of the principles of natural justice.

Following the principles given in the said authority I do not find that any prejudice is caused to the workman because of it.

16. The Learned representative of the management placed reliance on Sur Enamel and Stamping works Limited v/s. Their workman 25 FJR 88, and Maharashtra State Road Corporation v/s. P. K. Parate 1979 LIC 138. In these authorities THEIR LORDSHIPS have enumerated whether the domestic enquiry in the misconduct alleged against the workman cannot be said to be properly held unless and until the particulars are laid down. It is mentioned therein that the workman has to be given an fair opportunity to examine the witnesses including himself in his defence. Here in this case a prejudice is caused to Mr. Pawar and therefore it is to be held that the domestic enquiry is not proper.

17. That takes me to another part of the enquiry, i.e., framing of the charges against the workman. Charge No. 1 which appears at Exh. 6|1 which deals with wilful insubordination of the superior. Three incidents are narrated in this at para 19.5E by which it states that the workman uttered the words to his superiors such as 'Narashya' and "Kaal Ratri Jasth Takh Hoti Kai?" namely whether you consume alcohol more yesterday night. Also "Mala Mahit Aahc Tumche amchavar Kaim laksh aste Kavlyagath" (meaning—I know you always keep an eye on me like a crow). Para 19.5(e) reads as "wilful insubordination or disobedience of any lawful and reasonable order of the management or of a superior". It is tried to argue on behalf of the workman that this framing of charge is incorrect and it would have been under para 19.7(j) which reads as under :—

"failing to show proper consideration, courtesy or attention towards officers, customers or other employees of the Bank, unseemly or unsatisfactory behaviour while on duty."

By the plain reading of the charge appearing at Exh. 6|1 I find that the charge which is prepared against the workman is incorrect. It is tried to argue on behalf of the workman that this charge is prepared with a view to award the excess punishment to the workman. He has further argued that this wrong charge is prepared by the management because it has a bias mind against the workman. I find substance in it.

18. The second charge (Exh. 6|1) is under para 19.5(j) which states doing any act of gross negligence in work. This is again a major charge. It is in respect of the workman mailing the mails in a particular post box, not attending the concerned clerk in work and not handing over the jotting boxes. The representative of the workman

submitted that against this charge would have been under 1947 (C) which deals with :—

“neglect of work, negligence in performing duties” I find that the submissions which are made on behalf of the representative of the workman are perfectly justified and the wrong charges are appeared to have been prepared against the workman because of bias mind as suggested by the workman.

19. So far as the third charge is concerned, it is under para 19.5(C) which reads as “drunkenness of riotous or disorderly by or indecent behaviour on the premises of the bank”. It refers to an act committed by the workman against the management. So far as the evidence is concerned, he had not deposed what exactly the words were used by him but what he deposed is that he gave an application at Exh. 9 to the manager and it bears his signature. I find that on its basis the charge appears to be not a fair charge and to be proved. It is not proper when such a serious charge is moved against the workman, it is necessary to prove them with some more evidence. But it is not done. Under such circumstance, I find that the management had issued the charge-sheet under wrong heads and with a bias mind as already mentioned above. Furthermore, the findings arrived at by the Enquiry Officer are wrong and are under the wrong heads even if they are said to be proved. In the result I answer the findings of the points accordingly and pass the following orders :

ORDER

1. While issuing the chargesheet against the workman the Bank had a bias mind.
2. The Enquiry Officer recorded his findings against the workman and had a bias mind against him.

25-1-1995

S. B. PANSE, Presiding Officer

नई दिल्ली, 23 फरवरी, 1995

का.आ. 736.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. डी. ओ. टैलिकॉम, धर्मवाराम के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-2-95 को प्राप्त हुआ था।

[संख्या एल-40012/257/91-आई.आर. (डी.यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 23rd February, 1995

S.O. 736.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.D.O. Telecom, Dharmavaram and their workmen, which was received by the Central Government on the 23-2-1995.

[No. L-40012/257/91-IR(DU)]

K.V.B. UNNY, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL—I
AT HYDERABAD

PRESENT :

Sri A. Hanumanthu, M.A., LL.B., Chairman.

Dated the 6th day of January, 1994

INDUSTRIAL DISPUTE NO. 8 OF 1993

BETWEEN :

Sri K. Mustanvali, S/o Sri Humain Saheb,
Chalankuntapalli, Pandanakunta (P.O.),
Kadiri (Via) Ananthapur (Dist.)

.. Petitioner Workmen

AND

(1) The Sub-Divisional Officer Telecom,
Ananthapur-515672.

(2) The District Engineer Telecom,
Ananthapur-515050 .. Respondent
Management

APPEARANCES :

None for the Petitioner.

Sri P. Damodar Reddy, Additional Standing
Counsel for Central Government for
R1 & R2.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-40012/257/91-IR(DU), dt. 20-1-93 referred the following dispute under Section 10(1)(d) and 2(A) of Section 10 of the I.D. Act, 1947 between the Management of S.D.O. Telecom Dharmavaram and their Workmen to this Tribunal for adjudication.

“Whether the action of the management of Sub-Divisional Officer Telecom, Dharmavaram is justified in termination of the services of Shri K. Mastan-

valli, S/o Shri Humain Saheb w.e.f. 1-3-1990 ? If not, what relief he is entitled to ?

This reference has been registered as Industrial Dispute No. 8/93 and notice was issued to both the parties.

Sri P. Bhaskar offered to file Vakalat for the Petitioner Sri P. Damodar Reddy Addl. Standing Counsel for Central Government cases filed Memo of Appearance for the Respondent.

3. Sri P. Bhaskar who offered to file Vakalat for the Petitioner did not file his Vakalat and Claims statement though several adjournments were granted from 2-3-93 to 26-2-94 on 26-2-94 also no vakalat and claim statement were filed on behalf of the petitioner. Hence his right to file claim statement was forfeited and the case was posted for filing counter on behalf of the Management to 8-3-94. Management also failed to file its counter though several adjournments were granted. On 29-12-94. Advocate for the Respondent submitted that he is not filing counter as the petitioner has not filed Claim Statement.

4. In the above circumstances, I find that there is no justification for adjourning the matter still further as the petitioner and the Respondent have no interest in the matter as they failed to file their Claim statement as well as counter. Hence the reference is closed.

Typed to my dictation given under my hand and the seal of this Tribunal, this the 6th day of January, 1995.

A. HANUMANTHU, Chairman
Appendix of Evidence

NIL

नई दिल्ली, 23 फरवरी, 1995

का. आ. 737.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर्ण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, I, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-2-95 को प्राप्त हुआ था।

[संख्या एल-12012/402/92-आई.आर. (बी-2)]

बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 23rd February, 1995

S.O. 737.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal-I, Hyderabad

as shown in the Annexure in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 22-2-95.

[No. L-12012/402/92-IR (B. II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL—I AT HYDERABAD

PRESENT :

Sri A. Hanumanthu, M.A., LL.B. Industrial Tribunal-I.

Dated : 19th day of January, 1995

INDUSTRIAL DISPUTE NO. 15 OF 1993

BETWEEN :

The General Secretary,
Punjab National Bank Staff Union,
C/o Punjab National Bank,
Bank Street, Hyderabad.

.. Petitioner

AND

The Regional Manager,
Punjab National Bank,
A.P. Region, Saifabad,
Opp : Secretariat, Hyderabad. .. Respondent

APPEARANCES :

Sri V. Ajay Kumar & Sri Moosa Ahmed,
Advocates for the Petitioner.

Smt. C. Uma Maheswari, Officer, Representative for the Respondent.

AWARD

This is a reference made by Government of India, Ministry of Labour, by its Order No. L-12012/402/92 IR (B-II) dated 5-3-1993 for adjudication of the dispute between the Management of Punjab National Bank and its workman under Section 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 which is specified in the schedule as follows :

“Whether the Management of Punjab National Bank, Hyderabad is justified in terminating the service of Sri N. Prabhakar, Part-Time Sweeper w.e.f. 1-11-1990 ? If not, what relief he is entitled to ?”

This said reference has been registered as Industrial Dispute No. 15 of 1993 on the file of this Tribunal. After receiving notices, both parties put in their appearance. The Petitioner filed his

Industrial Tribunal, Hyderabad with following terms of reference :

“Whether the Management of Punjab National Bank Hyderabad is justified in terminating the service of Sri N. Prabhakar, part time sweeper w.c.f. 1-11-90 ? If not what relief he is entitled to ?”

That while the matter was being adjudicated upon before the Hon'ble Tribunal, Sri Prabhakar made a representation dated 21-9-94 to the Bank for sympathetic consideration of his case for his appointment as Part Time Sweeper with 3rd scale wages of subordinate staff without any benefits, monetary or otherwise for the past services rendered by him as temporary hand.

That without prejudice to the stand taken by the Bank before the Tribunal and keeping in view the fact that Sri Prabhakar has rendered continuous service as temporary hand and he is prepared to withdraw the case, bank has considered his request and the terms of the understanding as agreed upon by the parties are as under :

1. Sri N. Prabhakar will be appointed as a fresh candidate on 3|4th scale wages of the initial stage of the pay scale of subordinate staff with designation as Part Time Sweeper.

2. The bank shall undertake the process of appointment of Shri Prabhakar as Part Time Sweeper as per the bank's rules after verification of his antecedents and subject to the same being found satisfactory.

3. Sri Prabhakar shall be on probation for six months as per Bank's rules.

4. He shall be posted at a point of need in Andhra Pradesh Region at the discretion of the management.

5. He shall be governed by the rules and regulations [awards] [settlements] etc. and all other terms and conditions of services as are applicable to such part time employees from time to time.

6. That consequent upon his appointment, he shall not be entitled to any benefits, monetary or otherwise pertaining to past services rendered by him as temporary hand.

7. It is expressly agreed upon that this is in full and final settlement arising out of/in respect of dispute pending before the Tribunal and the part services rendered by Sri Prabhakar. Sri Prabhakar undertakes that he or the Union or his representative shall not raise any claim/demand pertaining to the dispute and past services in any manner whatsoever before any authority/forum.

Sri N. Prabhakar Petitioner

The Regional Manager,
Punjab National Bank,
Opp : Secretariat, Saifabad
Hyderabad. . . Respondent

Most Respectively sheweth,

That a reference has made by the appropriate Government vide order dated 5-3-93 to the

8. That this understanding is arrived at having regard to the peculiar facts and circumstances of the case and shall not be quoted as a precedence by any party before any other authority or forum.

9. The terms of this understanding shall be implemented by the Management within six months from the date of the receipt of the award given by the Hon'ble Tribunal.

FOR & ON BEHALF
OF WORKMAN
(N. PRABHAKAR)

Petitioner/Workman.

WITNESS :

1. Shri D.C.M. Reddy,
General Secretary,
PNB Staff Union,
C/o Punjab National Bank
Bank Street, Hyderabad.
2. Sd/-

R. P. Dhoot Treasurer
c/o P.N.B. II Lancer,
Hyderabad.
Through
Sd/-

Mr. V. Ajay Kumar,
(Advocate for the Petitioner)

FOR & ON BEHALF
PUNJAB NATIONAL BANK
Sd/-

(M. SUNDARARAMAN)
Respondent/Management
Regional Manager,
AP Regional, Hyderabad.

1. Sri K. Swaminathan,
Asst. Manager,
Punjab National Bank
Regional Office,
Hyderabad.
2. Sri K. Deivanayagam,
Officer,
Punjab National Bank,
Regional Office,
Hyderabad.
496 GI/95-14

BEFORE THE INDUSTRIAL TRIBUNAL :
(CENTRAL) : HYDERABAD.

I.D. No. 15 of 1993

BETWEEN :

Sri N. Prabhakar ..Petitioner

AND

Regional Manager,
Punjab National Bank,
Opp : Secretariat,
Saifabad, Hyderabad. .. Respondent

TERMS OF UNDERSTANDING AGREED
UPON BY THE PARTIES

Filed on : 19-1-95.

True Copy

Sd/-

नई दिल्ली, 24 फरवरी, 1995

का.आ. 738.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23 फरवरी, 1995 को प्राप्त हुआ था।

[संख्या एल-12012/549/88-डी 2 (ए)/आई.आर.
(बी-2)]

बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 24th February, 1995

S.O. 738.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the mangement of Indian Bank and their workmen, which was received by the Central Government on 23-2-1995.

[No. L-12012/549/88-D.II(A)|IR(B.II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

Monday, the 31st day of October, 1994

PRESENT :

Thiru K. Ponnusamy, M.A.B.L.,
Industrial Tribunal.

Industrial Dispute No. 27/1989

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Indian Bank, Madras).

BETWEEN

The Workman represented by
The General Secretary,
Indian Bank Employees Union,
25, II Line Beach, Madras-600 001

AND

The Zonal Manager,
Indian Bank, No. 770 A,
Anna Salai, Spencer Towers,
Madras-600 002.

REFERENCE :

Order No. I-12012/549/88-D.II(A), dated
10-3-1989, Ministry of Labour, Govt.
of India, New Delhi.

This dispute coming on for final hearing on Monday, the 24th day of October, 1994, upon perusing the reference, claim and counter statements and other material papers on record and upon hearing the arguments of Tvl. Row & Reddy, S. Vaidyanathan and Poornima Maduram Advocates appearing for the workman, and of Thiru R. Arumugham for Tvl. Aiyar & Dolia, Advocates appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This reference has been made for adjudication of the following issue :

“Whether the action of the Management of Indian Bank is justified in imposing a fine of Rs. 3,400 on Miss. G. Akilamani, Clerk-cum-Shroff, for an alleged negligence committed by her during the course of carrying out her official duties? If not, to what relief the concerned workman entitled?”

1. The case of the complainant/petitioner briefly stated is as follows :

Miss. G. Akilamani is working as a clerk in the Erode branch of the Indian Bank. While the petitioner was working at the Kothawal Bazar branch of the Indian Bank, she posted a debit voucher of a cheque which was returned unpaid for Rs. 3,400 on 2-1-84 on the credit sale of the S.B. A/c. No. 5168 in the name of Minor Balwant Roy Jain, operated by father and guardian Sampath Roy Jain. The Bank claimed in its letter dated 19-9-85 that on account of her gross negligence in posting

a debit voucher on the credit side instead of on the debit side, she afforded a credit in the account which the party withdrew in the course of his subsequent transactions. The party finally closed the account on 15-9-84 and therefore the bank suffered a monetary loss of Rs. 6,800. She gave an explanation saying that it was a mistake committed with no mala fide intention whatsoever. It was a busy hour in the bank and the petitioner posted the returned cheque in the wrong side, that is the credit side instead of the debit side. Thus the amount got carried over and the customer overdrawed the extent of Rs. 6,800 and subsequently closed the account on 15-9-84. The Bank found out the mistake months later by which time, the customer had closed the account. The bank traced the customer, and asked him to return the money to which he first agreed and later on the advice of his lawyer refused to do so. The Bank issued a Show Cause Notice dated 19-9-85 to petitioner asking her for explanation. Petitioner duly submitted her explanation dated 15-10-85 to the Inspection Department. She received a letter dated 11-3-86 from the Disciplinary Cell, Zonal Office, Madras that her reply was not satisfactory and that a charge had been framed against her which was “negligence” resulting in monetary loss to the Bank amounting to gross misconduct according to Clause 19.5(j) of the Bipartite Settlement. An enquiry was conducted on 19-6-86 and petitioner was defended by E. Arunachalam, General Secretary, Indian Bank Employees’ Union. In the preliminary objections during the course of the domestic enquiry the defence stated that the petitioner had not committed any misconduct. Misconduct is a specific word with specific connotation. It is something for more positive, and only a deliberate disobedience of any order of a superior authority will constitute misconduct. In this case the act committed by the petitioner amounted to a clerical error and had not been committed wilfully and certainly not with any bad motivation. The only Management’s witness in the enquiry, did not attribute any misconduct on the part of the petitioner. Instead he accepted that she had overlooked the mistake while checking the accounts. She also agreed that if all the accounts had been properly balanced every month, the mistake could have been detected sufficiently early and the amount could have been recovered from the party since the party was maintaining a substantial balance in the account before closing the account. In the written brief submitted by S. Sivasubramanian, the Presenting Officer, in the departmental enquiry, however claimed that due to her negligence the banks had suffered loss to the extent of Rs. 6,800 and that based on the exhibits and the deposition of the witness and the charge framed against the charge sheeted employee stood proved. The Enquiry Officer in his enquiry findings, dated 11-11-86

concluded that the clerical error committed by the charge sheeted employee has resulted in a monetary loss to the bank. He went on to say that so long as a clerical error does not land the bank in a monetary loss the error can be pardoned and even ignored with a simple caution. Merely because the checking official was found guilty for his negligence it does not absolve the charge sheeted employee from the liability and the charge. Therefore, based on the documents marked in the enquiry and the deposition of the Management's witness the charge against the charge sheeted employee was held proved. By letter dated 17-11-86 the Zonal Manager, the Disciplinary Authority, in this case, awarded petitioner the punishment of fine of Rs. 3,400 for gross misconduct said to be proved against her. An appeal made to the Appellate Authority was rejected. The bank could have taken steps against the party and recovered the money. The Management has dragged its feet over the civil suit, and instead imposed a fine on the employee to recover the money which is prejudicial to the interests and welfare of the employees. There is no misconduct at all. It is merely a case of an error committed unwittingly which does not warrant any punishment much less such a severe punishment of fine of Rs. 3,400. The Enquiry Officer agrees that as long as a clerical error does not land the bank in a monetary loss, the error can be pardoned and even ignored with simple caution. This observation of the Enquiry Officer clearly emphasises that the Bank should take initiative in recovering the amount from the customer. It is very clear that the Management has not proceeded in the right direction. She has not committed any misconduct and even if there is any misconduct, the same may be classified only under Clause 19.7(c) of the Bi-partite Settlement dated 19-10-66 and the classification of the misconduct under 19.5(j) of the Bipartite settlement is totally wrong and not proper. In the punishment order dated 27-12-86, the Disciplinary authority has imposed a fine of Rs. 3,400 on the employee, and in a letter dated 9-3-87, rejecting the appeal made by the employee of the Management confirmed the order. The fine was to be paid in ten equal instalments. The punishment by way of fine is totally unjustified and in contravention of the provisions laid down in the Sastry award. Chapter XXXIII clearly states that "the total amount of fine which may be imposed in any one Calendar month on any workman shall not exceed an amount equal to 1½ anna in the rupee of the salary and allowances payable to him in respect of that period. It is practically impossible for the employee concerned to part with a lumpsum amount of her meagre salary every month in this day and age with escalating prices. It is too severe a punishment.

2. The defence of the respondent briefly stated is as follows :—Miss G. Akilamani, while working

as Clerk shroff of the Kothawal Bazar Branch of the respondent posted a debit voucher of a cheque which was returned unpaid for Rs. 3,400 on the credit side of the account, on 2-1-84 which resulted in excess credit of Rs. 6,800 to the party in the S.B. Account No. 5168 of Minor Balwant Koy Jain operated by father and guardian Shri Sampath Roy Jain. The party withdrew the amount availing the excess credit given to his account and finally closed the account on 15-9-84, and thus the excess credit of Rs. 6,800 allowed in the account of the party due to the wrong posting made by Mrs. Akilamani, could not be recovered from the party. When the bank called for the explanation of the petitioner for the lapses committed by her, she gave an explanation, that it was a mistake committed by her but has added that it was not done with any mala fide intentions whatsoever. The mistake had come and the posting was made in a busy hour in the branch. As the explanation of the employee was not satisfactory, the Disciplinary Authority charge sheeted the employee for the misconduct of negligence resulting in monetary loss to the bank, as per the provisions of Bipartite Settlement. The employee participated in the enquiry duly assisted by a defence Assistant of her choice. On the basis of the evidence, both oral and documentary, let in during the enquiry proceedings, the Enquiry Officer found her guilty of the charge. The Disciplinary Authority concurring with the findings of the Enquiry Officer awarded the punishment of a fine of Rs. 3,400 with a view to recover the balance of loss sustained by the bank on account of her negligence. It would be pertinent to mention here that out of the total loss of Rs. 6,800 sustained by the bank on account of the wrong posting made by her, a sum of Rs. 3,400 was recovered from the Officer who checked the ledger on that day. The Appeal preferred by the employee against the above punishment was considered by the Appellate Authority and as there was no merits of the points raised by the employee, the same was dismissed by the Appellate Authority.

3. Despite the efforts taken by the bank to recover the money from the customer after deducting the excess credit allowed to him, the amount could not be recovered as the customer resorted to litigation. After having admitted that she was primarily responsible for allowing excess credit to the customer by making a wrong posting, the petitioner is trying to absolve her of that lapse by stating that the bank was negligent in not following up the matter with the customer for early adjustment. The petitioner cannot seek to take advantage of the procedural delay involved in locating the excess credit allowed as well as the difficulties in the steps taken for the recovery of the amount from the customer. The fact that the employee was primarily responsible for the excess credit cannot be overlooked under any circumstances. The lapses on

the part of the employee would amount to a misconduct as classed in the Bipartite Settlement for the reason that the lapse resulted in monetary loss of Rs. 6,800 to the bank. The contention of the petitioner-union that it was only a mistake on the part of the employee and not a misconduct is not tenable for the reason that either a mistake or a misconduct which resulted in loss to the bank it is classified as a major misconduct as per Para 19.5(j) of the Bi-partite Settlement dated 19-6-66. The employee herself has admitted having posted the entry on the wrong side resulting in excess credit and the same was also established in the Enquiry Proceedings on the basis of the evidence let in during the enquiry. It is further submitted that merely because the lapse of the employees was not detected by the checking done on the same day, the employee cannot be absolved of the lapse. Though the lapse of the employee resulted in a total loss of Rs. 6,800 to the bank, taking into account that a sum of Rs. 3,400 was recovered from the officer who did not find out the wrong credit at the time of checking, the Disciplinary Authority imposed a fine of Rs. 3,400 with a view to make good the total loss sustained by the bank in this regard. The punishment of recovery of Rs. 3,400 awarded to the petitioner for the misconduct of negligence resulting in a loss to the bank is justified under the circumstances. The bank did take steps against the party for recovering the excess credit allowed to him. As the party resorted to litigation the bank have to wait until the claim against the party was decided by the Court. Admittedly the employee has committed an error which has resulted in monetary loss to the bank. Clause 19.5(j) of the Bi-partite Settlement clearly states that whenever an employee commits an act prejudicial to the interest of the bank resulting in monetary loss it amounts to major misconduct. Therefore, the action of the Disciplinary Authority in charge-sheeting the employee for a major misconduct is in accordance with the provisions of the Bi-partite Settlement. The lapse of the employee is primarily responsible for the loss sustained by the bank. The admissions of the petitioner to attribute negligence etc., to the bank to cover up the basic lapse of the employees not at all sustainable. Instead of owning the responsibilities, the petitioner union is trying to pass on the bug on the Management. In as much as the misconduct resulted in monetary loss to the bank, the bank is in order to classify the misconduct under 19.5(j) of the Bipartite Settlement. As per the provisions of the Bipartite Settlement a fine could be imposed to the employee by way of punishment. In the instant case the Disciplinary Authority took into the account the total loss that suffered by the bank is Rs. 6,800 and that a sum of Rs. 3,400 was already recovered from the Officer and therefore the balance of Rs. 3,400 suffered as loss by the bank alone was sought to be re-

covered from the employee by way of imposing fine. After the Sastri Award Bipartite Settlement was signed at the Apex level between the Management and the Unions in which fine was recognised as a punishment. Such Settlement does not stipulate any restrictions with regard to the quantum of fine that could be awarded by the bank. It may not be out of place to mention that even in the Officer's Service Regulations, recovery of loss sustained by the bank is recognised as one of the punishments. Therefore, the bank is justified in imposing the punishment of a fine of Rs. 3,400 to the employee even though other severe punishments such as stoppage of increment with or without cumulative effect could have been awarded to the employees. From the foregoing it would be evident that the punishment awarded by the bank to the employee for the misconduct, established in the enquiry is quite reasonable and as per the provisions of the Bipartite Settlement and therefore the action of the bank is justified.

4. The issue arises for determination in this dispute is :

"Whether the action of the Management of Indian Bank is justified in imposing a fine of Rs. 3,400 on Miss. G. Akilamani, Clerk-cum-Shroff for an alleged negligence committed by her during the course of carrying out her official duties? If not, to what relief the concerned workman entitled?"

5. The issues : Admittedly Ms. Akilamani, was member of the petitioner union and worked as Ledger Clerk in Kothawal Bazaar branch, Madras S.B. A/c. No. 5168 stood in the name of Minor Balwant Roy Jain operated by his father and guardian, Sampath Roy Jain. She posted a debit voucher of cheque returned unpaid for Rs. 3,400 on 2-1-84 on the credit side instead of debit side. Sampath Roy Jain withdrew Rs. 6,800 on 15-9-84 and closed the account. This resulted in monetary loss and prejudicial to the interest of the bank, since her negligence in the discharge of her duties amounts to gross misconduct. She was charge sheeted, is borne out by Ex. W-1. She admitted the misconduct on her part. It is evidenced by Ex. W-7. Since her explanation was unsatisfactory, domestic enquiry was ordered and conducted by the Enquiry Officer R. Ramani. The President of the Union addressed to the Zonal Manager, to drop further proceedings, against her is made out by Ex. W-2. The domestic enquiry proceedings is revealed by Ex. W-3. The Presenting Officer submitted his written submission, is substantiated by Ex. W-4. She was helped by her defence representative is made out by Ex. W-5. She was given full opportunity to defend the charge framed against her, cross-examine the witness, examined on side of the respondent, and adduce evidence on her side.

The Enquiry Officer after weighing the oral and documentary evidence and after considering the documents, found her guilty of the charge framed against her is borne out by Ex. W-6. Second show cause notice served on her as to why the proposed punishment should not be imposed against her. She submitted her explanation through her defence representative, is made out by Ex. W-7 to treat charge as minor misconduct and not to impose any punishment as proper by the Disciplinary Authority. The Disciplinary Authority concurred with the finding of the Enquiry Officer and imposed a fine of Rs. 3,400 is supported by Ex. W-8. She preferred an appeal to the Appellate Authority, against the punishment imposed by the Disciplinary Authority is disclosed by Ex. W-9. The Appellate Authority after considering all the aspects, concurred with the conclusion of the Disciplinary Authority and dismissed the appeal confirming the punishment imposed by the disciplinary authority is made out by Ex. M.40. The General Secretary of the Union, sent a petition to the Asst. Labour Commissioner (Central) requesting for conciliation is evidenced by Ex. W-11. The Zonal Manager of the respondent contended that there is no case for conciliation is borne out by Ex. W-12. The General Secretary of the Union addressed to the Asst. Labour Commissioner and the respondent, to abide by the award is evidence by Ex. W-13. The Zonal Manager addressed to the Assistant Labour Commissioner (Central) that there is no industrial dispute and to drop conciliation proceeding is evidenced by Ex. W-13. The conciliation failed is made out by Ex. W-14.

6. She voluntarily resigned the job is borne out by Ex. M.1. The Branch will come under Zonal Manager, her resignation was accepted is evidenced by Ex. M.2. She was relieved with effect from 28-6-90 is borne out by Ex. M.3. She voluntarily resigned her job and settled all her dues and benefits. The dispute cannot survive. Even assuming that dispute is survivable, she is not entitled to the relief claimed by her. The misconduct on her part cannot be construed as a mistake. It amounts to grave misconduct, negligence and carelessness in discharging her duties. She has caused monetary loss to the tune of Rs. 6,800 to the bank and as such she is liable to be punished by disciplinary authority. The misconduct committed by her is not a minor misconduct and it is grave misconduct since she has caused monetary loss to the bank to the tune of Rs. 6,800 by wrongly posting the debit voucher on the credit side and thereby enabled the father and guardian of the minor account holder to make an unlawful gain which could not be recovered since he filed a suit in a Civil Court and thereby prevented the respondent from taking steps to recover the money. The misconduct came to light about after 2 years, from the date of the incident. The Officer Raghupathy failed to check the ledger

properly, to detect the misconduct committed by her, and as such he was also charge sheeted and a fine of Rs. 3,400 was imposed against him. If she had not posted the debit voucher, on the credit side the balance would have been Rs. 149.73. The account holder refused to remit the amount to the bank. She is primarily responsible for the lapse of misconduct. The mistake is not a minor mistake or misconduct and as such she is guilty of gross misconduct since she has caused monetary loss to bank by her act. The charge does not come under Clause 19(7)(c) of the Sastry Award. The charge is rightly framed under Clause 19.5(j) of the Sastry Award. The question that the misconduct is not deliberate and it had no bad motivation and it is a bonafide mistake does not arise since she has caused monetary loss to the tune of Rs. 6,800 to the bank. She is also liable to make good the loss to the bank by her Act. There is no proof that the fine of Rs. 3,400 imposed against her exceeds an amount equal to 1/2 anna in rupee of her salary and allowance payable to her to attract chapter 33 of the rules of the Sastry award.

7. The jurisdiction of this Tribunal is restricted. This Tribunal has no jurisdiction to reappreciate the evidence. This Tribunal has no jurisdiction to interfere with the finding unless the finding of the Enquiry Officer is perverse. The finding of the Enquiry Officer is not perverse. His finding is not biased. The procedure prescribed by law, the provisions of Act, the principles of natural justice, enquiry and good conscience are complied with in conducting the domestic enquiry. The employee was given reasonable and full opportunity to defend the charge framed against her and cross-examine the witness examined on the side of the respondent and examine witness on her side. The domestic enquiry conducted by the enquiry officer does not suffer from any infirmity. The domestic enquiry is not vitiated by any law. The domestic enquiry conducted by the Enquiry Officer is fair and proper. Prima facie case has been made out. The charge levelled against the employee is proved by unimpeachably legal evidence. The punishment imposed against the employee by the disciplinary authority is proportionate. The mistake committed by the employee is not a clerical error but it is a grave misconduct on her part. The Disciplinary Authority can withhold her increment with or without cumulative effect. The punishment imposed against the employee by the disciplinary authority is lenient. After the resignation she has gone to a foreign country. She is not interested in prosecuting the claim. The fine imposed is in accordance with the Bi-partite Settlement.

8. For the foregoing reasons, this Tribunal comes to the irresistible conclusion that the action of the Management of Indian Bank is justified in imposing a fine of Rs. 3,400 on Miss G. Akilamani,

Clerk-cum-Shroff for an alleged negligence committed by her during the course of carrying out her official duties. The first part of the issue is found against the petitioner. The second part of the issue does not arise for consideration.

In the result, an award is passed rejecting the claim of the complainant/petitioner. No costs.

Dated, this the 31st day of October, 1994.

THIRU K. PONNUSAMY,
Industrial Tribunal

WITNESS EXAMINED

For both sides : None.

DOCUMENTS MARKED

For Workmen :

- Ex. W-1|11-3-86 : Charge sheet issued to Ms. G. Akilamani (Xerox copy).
- W-2|20-3-86 : Letter from Petitioner-Union to the Management requesting to drop the proceeding on Ms. G. Akilamani (Xerox copy).
- W-3|10-9-86 : Proceedings of the Enquiry Officer (Xerox copy).
- W-4| : Written submission of the Presenting Officer (Xerox copy).
- W-5| : Written submission of the Defence Representative (Xerox copy).
- W-6|11-11-86 : Findings of the Enquiry Officer (Xerox copy).
- W-7|2-12-86 : Reply by the defence Representative to the 2nd show cause notice (Xerox copy).
- W-8|27-12-86 : Punishment order issued to Ms. G. Akilamani (Xerox copy).
- W-9|20-2-87 : Appeal against the order of the Disciplinary Authority (Xerox copy).
- W-10|9-3-87 : Order of Appellate Authority (Xerox copy).
- W-11|23-8-87 : Letter from Petitioner-Union to the Assistant Labour Commissioner (Central), Madras-6 (Xerox copy).
- W-12|27-11-87 : Reply by the Management to the Assistant Labour Commissioner (Central), Madras-6 (Xerox copy).
- W-13|15-12-87 : Rejoinder filed by the Petitioner-Union before the Asst. Labour Commissioner (Central) Madras-6 (Xerox copy).

W-14|18-1-88 : Management's reply to the rejoinder of the Petitioner-Union filed before the Asst. Labour Commissioner (Central), Madras-6 (Xerox copy).

W-15|7-10-88 : Conciliation failure report (Xerox copy).

For Management :

Ex. M.1|28-6-90 : Resignation letter from Miss. G. Akilamani to the Management Bank (Xerox copy).

M-2|29-6-90 : Letter from the Manager, Indian Bank, Erode Branch to the zonal Office, Indian Bank, Coimbatore recommending to accept the resignation of Ms. G. Akilamani (Xerox copy).

M-3|4-3-91 : Relieving Order issued to Ms. G. Akilamani. (Xerox copy).

नई दिल्ली, 24 फरवरी, 1995

का.आ. 739 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिवीजनल इंजीनियर, टैलीकॉम, मद्रास के प्रबन्धन के संबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-2-95 को प्राप्त हुआ था।

[संख्या एल-40012/49/92-आई.आर.(डी.यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 24th February, 1995

S.O. 739.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Divisional Engineer (ES) Telecom, Madras and their workmen, which was received by the Central Government on 24-2-95.

[No. L-40012/49/92-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU MADRAS

Monday, the 31st day of October, 1994

PRESENT:

Thiru K. Ponnusamy, M.A. B.L.,
Industrial Tribunal.

Industrial Dispute No. 41|1993

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial

Disputes Act, 1947 between the Workman and the Management of Divisional Engineer (ES), Telecom, Madras).

BETWEEN

Shri D. Lakshmanan,
2/210, Pilliar Koil Street,
Sadanandapuram,
Srinivasa Nagar P.O.,
Madras-600 063.

AND

The Divisional Engineer (ES),
Telecom Projects, EN EL EM Complex,
North Usman Road Extn.,
Madras-600 034.

REFERENCE :

Order No. L-40012/49/92-IR(DU), dated
27-4-93, Ministry of Labour, govt. of
India, New Delhi.

This dispute coming on for final hearing on Friday, the 21st day of October, 1994 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Tvl. K. Elango, and G. Chamkiraj, Advocate appearing for the workman and Management, being absent and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This reference has been made for adjudication of the following issue :

“Whether the action of the Divisional Engineer (ES) Telecom, Madras in terminating the services of Shri D. Lakshmanan, w.e.f. 1-7-87 is justified ? If not, what relief he is entitled to ?”

The claim of the petitioner briefly stated is as follows :

The petitioner-claimant prayed for his reinstatement with back wages and regular service, with continuity of service and all other attendant benefits, with costs.

2. The respondent has remained *exparte*.

3. The petitioner was requested, by the respondent to appear for the interview to be conducted on 4-3-1985 and to be present in the office at 10.30 a.m. On 1-5-85 he was appointed as casual mazdoor, is borne out by Ex. W-1. The petitioner applied to the respondent for re-employment on 29-11-90 and he was stopped from service since he was recruited after 30-3-1985, that he has worked for more than 240 days in one year and he is entitled to be regularised and the casual employees recruited after 30-3-1985 are still in

service in many places based on the Central Administrative Tribunal, Madras Bench's judgement based on the judgement of the Hon'ble Apex Court is evidenced by Ex. W-2. The petitioner had worked continuously from 1-5-1985 to 30-6-1987, that the petitioner is requested for permanent absorption may be considered in the light of the existing orders and that the copy of the reply sent to the petitioner may be sent to the Director (ES), Telecommunication Projects, Mahalingapuram Madras-34, is evidenced by Ex. W-3. The petitioner was employed as a casual labourer in the unit of the Divisional Engineer, Tele Cross, Hot line connection, under the Telecommunication District Engineer, Chengulpet, 29, Eldams Road, Madras-18, from 1-5-1985 to 30-6-1987. The petitioner was sponsored by the Employment Exchange. The petitioner was selected as a casual labourer in the interview held on 4-3-85, that his services were terminated w.e.f. 30-6-1987 that he was informed that he will be called for duty subsequently. But, he did not get any information for his reinstatement, and his request could not be considered, that his services were terminated violative of the provisions of Section 25-F of the Industrial Disputes Act, is evidenced by Ex. W-4. The petitioner moved the Commissioner of Labour (Central), for conciliation. The conciliation ended in failure, is evidenced by Ex. W-5. The petitioner as WW1 has spoken to the above aspects and he is entitled to permanent regularisation, reinstatement with back wages and regular service with continuity of service and all other attendant benefits. There is no evidence contra. The claim of the petitioner is proved by his evidence as WW1.

4. For the foregoing reasons, this Tribunal comes to the conclusion, that the petitioner is entitled to reinstatement with back wages, and regular service, with continuity of service and all other attendant benefits, without cost. Hence, the action of the Divisional Engineer (ES) Telecommunication Madras in terminating the services of Shri D. Lakshmanan with effect from 1-7-87 is unjustified and as such he is entitled to reinstatement with back wages, regular service, with continuity of service, and all other attendant benefits. The first part of the issue is found in favour of the petitioner, and the second part of the issue is found accordingly.

In the result, an award is passed that the action of the Divisional Engineer (ES), Telecommunication, Madras in terminating the services of the petitioner w.e.f. 1-7-87 is unjustified, and he is entitled to re-instatement with back wages and regular service with continuity of service and all other attendant benefits. The respondent is directed to reinstate the petitioner, to regular service, with continuity of service and pay back wages and all other attendant benefits. No costs.

Dated, this the 31st day of October, 1994.

THIRU K. PONNUSAMY, Industrial Tribunal

WITNESSES EXAMINED

For Workmen :

W.W.1 : Thiru D. Lakashmanan.

For Management : None.

DOCUMENTS MARKED

For Workman :

Ex. W-1/29-4-85 : Letter from Management to Petitioner-worker Thiru D. Lakshmanan regarding selection of Casual mazdoors (Xerox copy).

W-2 : Letter from Petitioner-worker to the Management requesting to give employment to him (Xerox copy).

W-3/10-12-90 : Reply by Management to the Petitioner-workman's letter Ex. W-2 (Xerox copy).

W-4 : Dispute raised by the petitioner-worker before the Assistant Commissioner of Labour-II (Central), Madras-6 (Xerox copy).

W-5/12-3-92 : Conciliation Failure Report (Xerox copy).

For Management : Nil

नई दिल्ली, 24 फरवरी, 1995

क्र. आ. 740.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. ईस्टन कोलफील्ड्स लिमि. की निरसा कोलियरी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. I), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-2-95 को प्राप्त हुआ था।

[संख्याएल-20012/222/90-आई.प्रार. (कोल-I)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, 24th February, 1995

S.O. 740.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. I), Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Nirsa Colliery of M/s. Eastern Coalfields Ltd., and their workmen, which was received by the Central Government on 21-2-95.

[No. L-20012/222/90-IR (Coal-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I,

DHANBAD

In the matter of a reference under section 10(1)(d)(2A) of the Industrial Disputes Act, 1947

Reference No. 23 of 1991

PARTIES :

Employers in relation to management of
Nirsa Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri P. K. Sinha, Presiding Officer.

APPEARANCES :

For the Employers : Shri B. M. Prasad,
Advocate.

For the Workmen : Shri D. Mukherjee,
Secretary, Bihar Colliery Kamgar
Union.

STATE : Bihar.

INDUSTRY : Coal.

Delhi, the 8th February, 1995

AWARD

By Order No. L-20012/222/90-I.R. (Coal-I), dated the 14th March, 1991, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal.

“Whether the demand of Bihar Colliery Kamgar Union (CITU) for regularisation of Shri Bidya Sundar Mahato, as Pit Clerk/Attendance Clerk, Nirsa Colliery of M/s. Eastern Coalfields Limited, Dhanbad with effect from November, 1985 is justified? If so, to what relief the workman is entitled?”

2. The dispute has been settled out of the Tribunal. A memorandum of settlement has been filed in this Tribunal. I have gone through the terms of settlement and I find those to be fair and reasonable. I allow the prayer and render award in terms of settlement. The memorandum of settlement shall form part of this award.

3. Let a copy of this award be sent to the Ministry as required under Sec. 15 of the Industrial Disputes Act, 1947.

P. K. SINHA, Presiding Officer

BEFORE THE CGIT NO. I, DHANBAD

Ref. No. 23/91

Dated : 16-12-94

EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Ltd.)

Office of the General Manager
Mugma Area, P.O. Mugma (Dhanbad)

Memorandum of Bi-partite settlement between the Management of Mugma Area (E.C.L.) and the workman namely Sri Bidya Sundar Mahato, Clerk, Gr. III of Nirsa Colliery under Mugma Area (ECL) arrived at to-day the 16th day of December, 1994 in the office of the General Manager, Mugma Area at Mugma (Dist. Dhanbad).

Part of the Award.

Members Present

(A) Management Representative

- (1) Sri P.K. Singh,
Personnel Manager,
Mugma Area.
- (2) Sri I.B. Pandey,
Sr. Personnel Officer,
Mugma Area.

Workman

Sri Bidya Sundar Mahato,
Clerk, Grd. III, Nirsa Colliery
(Mugma Area).

(B) Brief of the case :

The workmen concerned Sri Bidya Sundar Mahato was offered employment in August 1982 under the then prevalent land looser scheme and in due course thereafter his services was used and utilised as Expl. Carrier. After some-time under the instruction of the local management he used to work as a Pit Clerk-cum-Attendance clerk though his regularisation as a Pit Clerk|Attendance clerk was not done. He, through Secretary, BCKU raised an Industrial Dispute before the ALC(C), Dhanbad demanding his regularisation as such vide his representation dated 30-5-89 moved before the ALC(C) through the Secretary, BCKU which ended in failure and the said dispute is now pending for adjudication before the GGIT No. I at Dhanbad.

Meanwhile, however, vide an office order No. ECL/KA/Per/528 dated 21-4-90/2-5-90 Sri Bidya Sundar Mahato who was still having
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the designation as Explosive Carrier but has been authorised to work as Clerk since long was regularised as clerk in Gr. III with effect from the date of issue of the said office order. But the workman Sri Bidya Sunder Mahato went on demanding persistently his designation as an Attendance Clerk with appropriate grade by taking into account of his services being rendered as Pit Clerk|Attendance clerk.

Now, in consideration of the full facts and circumstances of this case, both the management as well as the workman concerned have reached an amicable and full and final settlement of the dispute on the terms and conditions under :

(C) Terms and conditions of the settlement:

- (1) The workman Sri Bidya Sundar Mahato is hereby regularised as an Attendance Clerk in Grade-II under the NCWA-IV with immediate effect and is posted at Nirsa Colliery under Mugma Area. He will have the notional seniority of clerical Gr. II from January, 1993.
- (2) The workman Sri Bidya Sundar Mahato will not claim any difference of wages of clerical Gr. III and clerical Gr. II nor will he claim for any fringe benefit or any other monetary benefit or allowance whatsoever save and except the benefit he is entitled to on fixation of his wages of Grd. III in wages of Grd. II in pursuance of his regularisation in Clerical Grd. II with immediate effect.
- (3) The workman concerned will withdraw the case from the Hon'ble Tribunal and will submit the order of withdrawal alongwith a letter from his Advocate to the said effect.

This agreement is signed to-day the 16th Day of Dec. '94.

(1) Sd/-

(P.K. Sinha)

Personnel Manager

(2) Sd/-

(I.B. Pandey)

Sr. P. O.

(3) Sd/-

(Bidya Sundar Mahato)

Workman.

नई दिल्ली, 24 फरवरी, 1995

का. आ. 741.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल सी सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-2-95 को प्राप्त हुआ था।

[सं. एल-22012/58/91-आई.आर. (सी.-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 24th February, 1995

S.O. 741.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on the 22-2-95.

[No. L-22012/58/91-IR C-II]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT :

Sri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

Dated : 16th day of January, 1995

INDUSTRIAL DISPUTE NO. 13 OF 1991 BETWEEN :

The General Secretary, Singareni Collieries Workers Union, (AITUC) Kothagudem, Khammam District, 507 101.
.. Petitioner

AND

The Chief Personnel Manager, M/s. S. C. Co. Ltd., Kothagudem, Khammam District 507 101. .. Respondent

APPEARANCES :

Sri K. Srinivasa Murthy & Miss G. Sudha, Advocates for the Respondent.

Petitioner set exparte.

AWARD

This is a reference made by Government of India, Ministry of Labour, by its Order No. L-22012(58)/91-IR(C.II) dated 25-4-1991 for adjudication of the dispute between the Management of Singareni Collieries Company Limited, Kothagudem and their workmen under Section 10(1)(d) & (2A) of the Industrial Disputes

Act, 1947 which is specified in the schedule as follows :

"Whether the demand of the Singareni Collieries Workers Union (AITUC), Kothagudem, for promotion of Sri Anwar, Machineman, Singareni Press to Grade 'D' with retrospective effect is justified? If not, to what relief the workman entitled?"

The said reference has been registered as Industrial Dispute No. 13 of 1991 on the file of this Tribunal. Notices were served on both the parties. The petitioner was absent right from 27-5-1991 for appearance and for filing his claim statement. On 29-6-1991 the Petitioner was set exparte and for counter of the Respondent adjournments were given from time to time till 5-10-1991 and the Respondent filed its counter. For enquiry, adjournments were given from time to time 16-1-1995. On 16-1-1995 the Petitioner is called absent, claim statement also has not been filed on behalf of the petitioner and he remained exparte on 29-6-1991. Another opportunity was given to him to adduce evidence on his behalf, but he has not chosen to adduce any evidence. The counsel for the Respondent submits that the Respondent has no evidence as the Petitioner failed to adduce any evidence.

2. In view of the above said circumstances, there is no need to adjudicate upon any further by this Tribunal as the Petitioner did not file his claim statement and also did not adduce any evidence. Therefore, reference is closed.

3. In the result, an Award is passed closing the reference.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 16th day of January, 1995.

A. HANUMANTHU, Industrial Tribunal-I
Appendix of Evidence

NIL

नई दिल्ली, 1 मार्च, 1995

का.आ. 742.—कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 2 के खंड (के बी) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबंधों के अंतर्गत कवर्ड सभी स्थापनाओं के संबंध में पश्चिम बंगाल तथा संघ शासित प्रदेश अंडमान तथा निकोबार राज्य के लिए मार्च, 1995 के पहले दिन से उक्त अधिनियम के अंतर्गत वसूली अधिकारी शक्तियों का प्रयोग करने के लिए श्री फ्रांसी जोसफ, क्षेत्रीय भविष्य निधि आयुक्त, पश्चिम बंगाल को प्राधिकृत करती है।

[संख्या आर-11013/2/90-एसएस-II]

जे. पी. शुक्ला, भवर सचिव

New Delhi, the 1st March, 1995

S.O. 742.—In exercise of the powers conferred by clause (kb) of Section 2 of the Employees Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) the Central Government hereby authorises Shri Francy Joseph, Regional Provident Fund Commissioner, West Bengal to exercise the powers of the Recovery Officer under the said Act with effect from the 1st day of March, 1995 for the areas of State of West Bengal and the Union Territory of Andaman and Nicobar in relation to all establishments covered under the provisions of the said Act.

[No. R-11013|2|90-SS-II]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 1 मार्च 1995

का.आ. 743.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. सेंट्रल कोलफील्ड्स लि. की एरा कोलियरी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (स. 1), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-95 को प्राप्त हुआ था।

[संख्या एल-20012/66/92-आईआर (कोल-1)]

ब्राज मोहन, डेस्क अधिकारी

New Delhi, the 1st March, 1995

S.O. 743.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. I), Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of of Ara Colliery of M/s. C.C.L. and their workmen, which was received by the Central Government on the 28-2-95.

[No. L-20012|66|92-IR(Coal-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I,
DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 75 of 1993

PARTIES :

Employers in relation to the management of
Ara Colliery of M/s. Central Coalfields
Ltd.

AND

Their Workmen.

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PRESENT :

Shri P. K. Sinha—Presiding Officer.

APPEARANCES :

For the Employers—Shri R. S. Murthy,
Advocate.

For the Workmen—None.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 16th February, 1995

AWARD

By Order No. L-20012(66)|92-I.R.(Coal-I) dated the 22nd February, 1993, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal.

“Whether the retirement and the determination of age of Smt. Riban Kamin, Ara Colliery, P.O. Ara/Sarubera, Hazaribagh is justified? If not, to what relief the workman is entitled?”

2. The order of the reference was received in this Tribunal on 10-3-1993. Thereafter, notice was sent to the sponsoring Union to file written statement on behalf of the workman. Again another notice was sent to the sponsoring Union by Registered Post directing it to file written statement by 27-12-1994 positively. But on that date also none appeared on behalf of the sponsoring Union. Thereafter a last chance was given to it for filing written statement. Even on 15-2-95 no one was present on behalf of the workman.

3. It, therefore, appears that the sponsoring Union has lost interest in this reference or that it now has no dispute with the management.

4. I, therefore, render a ‘no dispute’ award in the present reference case.

P. K. SINHA, Presiding Officer

नई दिल्ली, 1 मार्च, 1995

का.आ. 744.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. भारत कोकिंग कोल लिमि. की ब्लाक-2 के प्रापन कास्ट प्रोजेक्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 1), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-95 को प्राप्त हुआ था।

[संख्या एल-20012/135/88-आईआर (कोल-I)]

मोहन, डेस्क अधिकारी

New Delhi, the 1st March, 1995

S.O. 744.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, (No. I), Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Block-II Open Cast Project of M/s. & B.C.C.L. and their workmen, which was received by the Central Government on the 28-2-1995.

[No. L-20012/135/88-IR (Coal-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Sec. 10(1)(d)-(2A) of the Industrial Disputes Act, 1947.

Reference No. 185 of 1989

PARTIES

Employers in relation to the management of Block-II Open Cast Project of M/s. B.C.C. Ltd

AND

Their Workmen.

PRESENT

Shri P. K. Sinha,
Presiding Officer.

APPEARANCES

For the Employers : Shri B. Joshi, Advocate.

For the Workmen : Shri J. P. Singh, Advocate.

State : Bihar. Industry : Coal.

Dated, the 13th February, 1995

AWARD

By Order No. L-20012(135)/88-I.R. (Coal-I), dated the 24th November, 1989, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:—

“Whether the action of the management of Block-II, Open Cast Project of M/s. Bharat Coking Coal Ltd. in not regularising Shri Surender Nath Pathak in the post of E. P. Fitter is justified? If not, to what relief is the workman entitled?”

2. The sponsoring Union appeared and filed its written statement mentioning therein that the concerned workman, Shri Surender Nath Pathak, was a vehicle mechanic in the Indian Army who was issued a testimonial for Civil Employment dated 14-1-1986 on his discharge from the Army. It was the policy of the Government of India to absorb discharged Army personnel to a suitable position in Government Departments and in the Public Undertakings. Shri Pathak, thus, was appointed as OCP Fitter Helper in Block-II of M/s. B.C.C. Ltd. where he joined on 5-12-1986.

3. The claim of the sponsoring Union is that in view of his qualification he should have been appointed as E. P. Fitter instead of having been appointed as a helper. Several other discharged Army men were absorbed by this company according to their qualification obtained in course of military service. According to the sponsoring Union, the appointment of the workman as Fitter Helper was inconsistent with his qualification, and was done inadvertently. It has been claimed in the written statement that because of his qualification the Project Officials had put him to the job of E. P. Fitter straightaway, to work independently, since his joining. Since he was not regularised in the post of E. P. Fitter, the workman made representation to the management several times and the Project Officer of Block-II recommended his case to the General Manager for his regularisation as such. The General Manager also recommended his case to the Director of Personnel in April, 1987 for such regularisation. The General Manager also forwarded his case to the Director, Technical with strong recommendations, but no action was taken by the management.

4. The written statement further avers that being so frustrated the concerned workman approached the sponsoring Union which raised an industrial dispute before the Asstt. Labour Commissioner (Central), Dhanbad, through its letter dated 23-6-1988.

5. According to the written statement, Sri S. N. Mishra, General Manager (IR), in course of conciliation proceeding, wrote a letter dated 13th June, 1989 to the General Manager of Block-II Area relating to the industrial dispute so raised.

6. In the written statement it has been made clear in para 10 that the demand of the workman does not come under purview of cadre scheme, nor it related to his promotion to the post of E. P. Fitter rather the case of the workman was related to under employment which was inconsistent with the principles laid down in this regard by the Government of India as his initial appointment as Fitter Helper was not consistent with his trade qualification obtained during the military career. This mistake committed at the time of appointment was needed to be rectified.

7. It was further submitted in the written statement that the workman had already served for more than two years in Block-II Area and, as also admitted by the management, was working as a Fitter. Having so worked as Fitter for more than two years there was no legal bar to regularise his service as Fitter in Excavation Grade. It has been argued that as per Standing Orders of the Company applicable in Block-II Project, a workman was entitled to be regularised as E.P. Fitter after completion of three months of continuous service as such.

8. In the end it has been submitted that the workman was entitled to be regularised as E. P. Fitter with back wages and other emoluments. This written statement is dated 5-2-1990.

9. The management countered the submissions of the sponsoring Union by submitting its own written statement stating therein that Sri Surender Nath Pathak was selected as Fitter Helper in Excavation Category-E through appointment letter dated 21-11-1986. While making his selection his qualification, past experience and merit certificates were considered. The workman accepted the terms and conditions incorporated in the letter of appointment and joined on 5-12-1986 and was posted at Block-II Area by letter of the management dated 9/10-12-1986 where he joined on 11-12-1986. He was posted at O.C.P. where he had been working as Fitter Helper. According to the management the workman is demanding a post of E. P. Fitter in Excavation Category 'D' which is higher than Category-V, meant for senior Fitters on their promotion from Category-IV.

10. The further case of the management is that the demand of the workman could not be accepted because as per cadre scheme he had not completed minimum of three years of experience in Excavation Category-E for becoming eligible for his promotion. The completion of the statutory period as well recommendation by the Departmental Promotion Committee (D.P.C.) were necessary before a workman could be promoted. It has also been averred that in order to maintain proper seniority in excavation cadre a Fitter Helper working as E. P. Fitter can only be regularised after completion of three years of satisfactory service. It has been submitted that if a fitter helper works as E.P. Fitter he could only claim for difference of wages for the period he has worked as such. The management has mentioned that his selection to the post of Fitter Helper was correct which was a post higher to Category-III and slightly lower to Category-IV which was meant for the Fitter and Electrician.

11. Alongwith its written statement the management also has submitted parwise rejoinder to the claims made in the written statement of the workman. For example, the sponsoring Union had claimed in para 3 of its written statement

that the Project Officials had straightway put him in the job of E.P. Fitter on his joining in Block-II O.C.P. Paras 5, 6 and 7 relate to the recommendation of his officers to the General Manager and by General Manager to the Director of Personnel and to the Director of Technical relating to his regularisation as E. P. Fitter. The allegation in para 3 of the sponsoring Union's written statement have been dealt with in para 12 of the management's written statement. Here the management has stated that it was incorrect to suggest that officers had put him to work as E. P. Fitter disregarding the orders of the Headquarter as they had no authority to engage a Fitter Helper in the work of E. P. Fitter in arbitrary manner. Having said so the management in this para has made a general denial of other allegations.

12. Relating to the allegations made in para 4 to para 7 of the sponsoring Union's written statement, the management in para 13 has only stated that those were the matters of record and the correct position would be explained at the time of hearing. The management further stated that in the matter of promotion, the recommendations alone could not form basis for regularisation or promotion, rather the D.P.C. had to judge the merit of a candidate and make a recommendation for promotion, taking into account the claim of other candidates also.

13. On behalf of the workman a rejoinder to the written statement of the management was filed in which in para 6 it was mentioned that the workman had been reinstated on the basis of Medical Board's finding about his age, consequent upon the award of the Tribunal, hence he was wrongfully retired. It appears that while preparing this rejoinder the sponsoring Union somehow or other had mixed the facts of some other case with this case because beforehand there was no whisper about superannuation of the concerned workman or about his reinstatement on the basis of an award.

14. The point for consideration is as to whether or not the action of the management in not regularising Sri Surendra Nath Pathak in the post of E.P. Fitter is justified. If the action is found not to be justified then the second point for consideration would be the relief to which the workman may be found entitled.

15. Coming to the issue in hand, it may be noted that Shri J. P. Singh, learned Advocate appearing for the sponsoring Union has argued very strongly that the management should have appointed the concerned workman as E.P. Fitter instead of appointing him as Fitter Helper, in view of his standing qualification and experience obtained in the military service, and for this he has pointed to a number of documents which depict the qualification of the concerned

workman. Ext. W-13 is the certificate for having passed Recruits Test held in May, 1978. Ext. W-14 is Certificate of Technical Proficiency which shows that Shri Pathak was passed by a Technical Testing Board convened by Commandant, MCEME in Category of Vehicle Mechanic Class-I. The result was published on 28-2-1984. Ext. W-14/1 is another similar certificate in which the test was conducted in February, 1982 which shows the workman having passed in Category of Vehicle Mechanic in Class-II. Ext. W-14 series are similar other certificates but the latest is Ext. W-14 in which the result was declared in the year 1984. Therefore, Shri Singh argued that he was Class-I Vehicle Mechanic in the Army. In this regard Shri Singh also has drawn my attention to Ext. W-9 which is a letter dated 16/18-4-1988 written by the General Manager of Block-II Area to the Director (Tech.) at Koyla Bhavan through which he had forwarded a representation dated 26-3-88 of Shri Pathak, duly recommended by the Senior Executive Engineer and the Project Officer. The General Manager further stated that Shri Pathak was an Ex-Armyman and was certified by the Army Technical Testing Board to be a Mechanic 1st Class. It further stated that since his joining on 5-12-1986 he had been representing to be graded as E.P. Fitter but nothing was done. He further stated that Sri Pathak was discharging the job independently and deserved to be a Fitter. The General Manager recommended that the case for placing him as E.P. Fitter in Excavation Grade may be considered.

16. Likewise Ext. W-15 is the testimonial issued by the Army for Civil employment of Shri Pathak.

17. For this Sri J. P. Singh has placed before me a publication of Directorate General of Employment & Training, Ministry of Labour, Government of India, which is captioned as—"Directory of Equation of Service Trades with Civil Trades and Guide to Registration of Defence Service Applicants for Employment". This guide notes the civil jobs equivalent to the jobs the Ex-Army man was holding.

18. Here it may be mentioned that it will appear from Ext. W-15, which is testimonial granted by the Army for civil employment, that the concerned workman was Class-I technician on Armoured Fighting Vehicles. In the book that Shri Singh has placed on record, as mentioned above, Sl. No. 75 at page 33 shows that a Vehicle Mechanic Armoured Fighting Vehicle had equivalent posts in Civil Trade as Mechanic, Automobile Mechanic, Diesel Engine Mechanic, Petrol Engine Mechanic, and Mechanic, Pump. According to this publication obviously an Ex-Army personnel with the qualification and experience of the concerned workman had equivalent post in Civil Trade in aforesaid categories which shows that he

was fit to be given independent charge such as that of E.P. Fitter.

19. The workman also has brought on the record certain appointment letters issued to Ex-Army personnels, in Ext. W-16 series showing that they were directly appointed as E.P. Fitters.

20. However, from the reference it does not appear that this Tribunal is called upon to decide as to whether the action of the management in appointing him as Fitter Helper was or was not justified. Had this been the reference then I could have gone into this aspect of argument of Sri J. P. Singh, learned Advocate. But as I understand from the written statement of the sponsoring Union, that though the sponsoring Union has mentioned about the appointment of the concerned workman to a lower post but it has made out a case that from very beginning, in view of the qualification, the management had taken work of E.P. Fitter from him. Therefore, the question is that of his regularisation in the post of E.P. Fitter which work allegedly was taken from him by the management from the time he joined the service. The reference is about the action of the management in not regularising the concerned workman in the post of E.P. Fitter. However, Sri B. Joshi, learned Counsel for the management, in view of the aforesaid publication of the Government of India, has said that the management may consider giving him seniority, though he did not promise anything on behalf of the management. In so far as the question of regularisation is concerned, in course of argument Sri B. Joshi informed the Tribunal that during pendency of this reference, the workman already had been promoted to the post of E. P. Fitter. Sri J. P. Singh appearing on behalf of the sponsoring Union also admitted this but submitted that he should have been regularised in the post of E.P. Fitter from the date of his joining. Since the workman already appears to have been promoted in the post of E.P. Fitter, his grievance to that extent appears to have been removed. Now the only question to be seen in this regard as to whether the workman is entitled to any other relief in connection with the industrial dispute raised by him. The workman has claimed in para 3 of his written statement, as already stated, that O.C.P. Officers, in consideration of the qualification of the workman took work of E.P. Fitter independently from him since his joining on 5-12-1986, instead of employing him as Fitter Helper. This allegation has been replied to in para 12 of the management's written statement stating therein that it was incorrect to suggest that the O.C.P. officers had put him as E.P. Fitter by disregarding the order of the Headquarter since they had no authority to do so on their own, in arbitrary manner. In paras 6 and 7 the sponsoring Union has claimed that the General Manager of Block-II Area had recommended the case of the workman to the Director (Personnel) as also to

Director, Technical-I. These paragraphs have been replied to in para 13 of the management's written statement by simply stating that these allegations were matters of record and the correct position would be explained at the time of hearing with the help of relevant documents.

21. It is noteworthy that in para 7 of the written statement of the management it has been stated that a Fitter Helper working as E.P. Fitter can only be regularised after completion of three years of satisfactory service. The management also averred here that if any Fitter Helper worked as E.P. Fitter, he could only claim for difference of wages for the period of his working as E.P. Fitter.

22. Therefore, there is hardly convincing denial by the management to the allegation of the sponsoring Union that from the time of his appointment the O.C.P. Officers had been taking the work of E.P. Fitter from the concerned workman. What has been stated in para 12 of the written statement means a denial on the ground that the Block-II officers had no authority to employ a Fitter Helper to the job of E.P. Fitter.

23. Now coming to the document, the management has filed certain documents to show that the workman was selected and appointed in the post of E.P. Fitter on which post he had given his joining report. But as already seen, his initial appointment is not an issue as per order of reference.

24. Now coming to the claim of the sponsoring Union that the work of E.P. Fitter was taken from him, Ext. W-9 is the letter of the General Manager of Block-II Area addressed to the Director (Technical) P&P, Koyla Bhawan dated 16/18-4-1988, forwarding a representation dated 26-3-1988 filed by the concerned workman for being graded as E.P. Fitter which was also recommended by the Senior Executive Engineer as well as the Project Officer of Block-II O.C.P. In this letter the General Manager had pointed out that Sri Pathak was an Ex-Army man and was certified to be a Mechanic First Class. It also pointed out that since his appointment on 5-12-1986, he had been representing to be graded as E.P. Fitter. This letter pointed out that Sri Pathak was discharging the job independently and he deserved to be a Fitter. Therefore, this letter makes it clear, and supports the case of the concerned workman that independent work was taken from him. This clearly shows that the work of E.P. Fitter was taken from him because a Fitter Helper has the duty of helping the fitter, not working independently as Fitter.

25. As already pointed out, the management also has submitted in para 7 of its written statement that if the concerned workman had worked as E.P. Fitter, he could only claim for difference of wages for the period of his engagement as E.P. Fitter.

26. From the evidence on the record I find the case of the concerned workman supported to the extent that he was independently working as a Fitter. The allegation in this regard as made out in the written statement of the sponsoring Union has not been denied convincingly by the management in its written statement rather a document written by a Senior Official of the management which forwarded a representation of the concerned workman duly recommended by two other senior officers, goes to support the case of the concerned workman that he was working independently as a Fitter instead of working as Fitter Helper. There is no denying the fact that with his qualification and experience in the service of Army he was quite competent to work independently as a Fitter. Therefore, the workman is entitled to the wage difference of the pay of Fitter Helper from the pay of E.P. Fitter as admissible during the period he had worked independently as a Fitter. This is so argument to say that the local officers of Block-II Area were not competent to take the work of a higher category from a workman. Whether so entitled or not, if from a workman work of a higher category has been taken, he is at least entitled to the wage difference which is a fact acknowledged by the management in para 7 of its written statement. But unfortunately, there is nothing on the record of this reference to show as to till when the workman had worked independently as Fitter though occupying position of a Fitter Helper. But at least such work was taken from him till 18-4-1988 which is the date of the letter in Ext. W-9. However, the record must have been with the management to show as to till when the concerned workman was employed to work independently as E.P. Fitter, before he was promoted to that post in regular way. But whatever the period, the workman would be entitled to the aforesaid difference in wages for that period starting from the date of his joining.

27. So far his seniority is concerned, giving any direction is beyond the scope of this reference. But, as submitted by the learned Counsel for the management, I hope that the management would consider that question in view of the aforesaid publication of the Government of India in the Ministry of Labour, specifying the job equivalents and take a decision in its own discretion, whatever that may be. Since the workman has already been regularised in the post, there is hardly any question of giving any award in that regard. But as already discussed the workman is entitled to the wage difference.

28. Following, therefore, is the award :—

The workman already having been regularised in the higher post of E.P. Fitter, there is no need to give an award on the action of the management, in not regularising the concerned workman in that post. However, since it has been found that

from the time of his joining the officers of the management had taken work of Fitter from the concerned workman, the concerned workman is held to be entitled to the wage difference for that period which should be paid by the management within three months of this award becoming enforceable.

However, in the circumstances of the case, there will be no order as to the cost.

P. K. SINGH, Presiding Officer

नई दिल्ली, 1 मार्च, 1995

का. आ. 745.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. भारत कोकिंग कोल लि. के भोवरा क्षेत्र सं. 11 के प्रबंधन के संग्रह विवादों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 1), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-95 को प्राप्त हुआ था।

[संख्या एस-20012(243)/90-आईआर (को-1)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 1st March, 1995

S.O. 745.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, (No. 1), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhowra Area No. XI of M/s. BCCL and their workmen, which was received by the Central Government on the 28-2-95.

[No. L-20012/243/90-IR(Coal-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a Complaint under Sec. 33-A of the Industrial Disputes Act, 1947.

(Arising out of Reference No. 6 of 1991)

Complaint No. 2 of 1994

PARTIES :

Shri Arun Kumar, Bhowra Area No. XI of M/s. BCCL.

...Complainant.

Vs.

The management of Bhowra Area No. XI of M/s. Bharat Coking Coal Ltd.

...Opp. Party.

PRESENT :

Shri P. K. Sinha, Presiding Officer.

APPEARANCES :

For the Complainant : Shri D. Mukherjee, Advocate.

For the Opp. Party : Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 16th February, 1995

AWARD

This is a Complaint petition filed under Sec. 33-A of the Industrial Disputes Act, 1947 by the Complainant Sh. Arun Kumar against the management of Bhowra Area XI of M/s. Bharat Coking Coal Ltd., stating therein that the Government of India in the Ministry of Labour, had referred a dispute to this Tribunal regarding denial of promotion to the Complainant vide their order dated 5-2-91, which has been numbered as Reference Case No. 6 of 1991. That dispute related to the promotion of the Complainant from Grade "C" to Grade "B" for which as stated only area-wise seniority was taken into account.

2. Further allegation is that in order to terrorise and harass the complainant the management issued order dated 20/2-9-94 transferring him to another Area, namely C.V. Area thereby changing service condition of the Complainant during pendency of the aforesaid reference in the Tribunal without prior approval of the Tribunal. It has also been stated that the aforesaid order of transfer was passed to terrorise the Complainant and also in violation of the provision of Section 9-A of the Industrial Disputes Act as well provisions of Certified Standing Orders.

3. Prayer was made to direct the management to withdraw the Office Order of the transfer and to allow the Complainant to continue in his area till the pendency of the aforesaid reference.

4. From the record it will appear that in the meantime the Complainant also had filed a petition requesting this Tribunal to pass interim order for stay of transfer at least till the pendency of this Complaint case. Later by order dated 3-1-95 the management was directed to make it clear as to whether or not by the aforesaid order of transfer of the Complainant to another area, the seniority of the Complainant would in any way be affected.

5. However, the management had filed a reply to the Complainant petition dated 23-12-94 in which it was submitted that the services of the employees working in any industry are governed by statutory provisions of law as well under agreement entered into between the parties. In the reply

it was pointed out that under section 17 of the Mining Coal Mines (Nationalisation) Act, 1972 and Coal Mines Nationalisation Laws (Amendment) Act, 1986, it was provided that transfer of an official shall not be challenged in any Court or Tribunal, notwithstanding anything contained in the Industrial Disputes Act, 1947. Thus way the jurisdiction of the Tribunal has been challenged. It has been claimed that the management had unfettered right to transfer any employee.

6. However, it may be pointed out that the aforesaid provision of Section 17, re-produced in reply of the Opp. Party, bars entertainment of any claim made by any officer or other employee for compensation on account of his transfer, by any Court or Tribunal.

7. However, in compliance to the order dated 3-1-95 Sri B. Joshi on behalf of the Opp. Party management filed petition dated 7-2-95 stating therein that the Complainant had demanded for his promotion from Grade 'C' to Grade 'B' alleging that not promoting him as such was illegal. It has categorically been mentioned in para 2 of this application that the seniority list of Grade 'C' Pharmacists in respect of the entire management of M/s. BCCL was issued on 22-11-86. It has further been averred that since seniority of Grade 'C' Pharmacists is considered company-wise for the purpose of promotion to Grade 'B' as per Cadre Scheme, the seniority of the concerned workman was not to be effected while working in any area of the company. It further has been asserted that the case of the concerned workman was also considered by the D.P.C. (Departmental Promotion Committee) on the basis of his existing seniority company-wise.

8. On the same date another petition was filed on behalf of the Complainant stating therein that the management had modified its order dated 20/22-9-94 and has passed another Office Order dated 20-12-94 wherein the concerned workman has been transferred to Patherdih Colliery which is a local colliery, rescinding the earlier order of transferring him to another area, namely C.V. Area which is in West Bengal. He also has filed a copy of the aforesaid order. It has further been asserted that when the workman went to join at Patherdih colliery he was not allowed to do so. With this, application another notification dated 18-4-90 has been placed which had mentioned the seniority of Pharmacists including the Complainant areawise, namely of Bhowra Area.

9. In view of these two petitions, the Complaint petition was taken up for final hearing. Shri B. Joshi, learned lawyer for the management submitted that may be that a particular area had published seniority list of Pharmacists working in that particular area, but so far the company is concerned,

he asserted, for the purpose of promotion the seniority company-wise has been considered and will be considered under present rules. According to Shri Joshi this is the unequivocal assertion of the management.

10. About not allowing the concerned workman to join at Patherdih Colliery, Shri Joshi submitted that when he has been transferred to that colliery which is within the same area, the management would allow him to join at Patherdih Colliery.

11. With such assertion and assurance now the Complainant has no case at all. Firstly, his transfer to another area has already been revoked which was main grievance and, secondly, the management has clearly asserted in this Tribunal that even on transfer to another area the seniority of the concerned workman was not to be effected in any manner since the seniority was maintained company-wise for the purpose of promotion.

12. In view of the aforesaid I do not find that the Complainant now has any case to agitate or is entitled to any further relief in relation to the prayer made by him in the Complaint petition.

13. In the result, and in view of the assertion made by the management, and further assurance given by it that the workman would be allowed to join at Patherdih Colliery as per order of his transfer dated 20-12-94, this Complaint petition is dismissed.

P. K. SINHA, Presiding Officer

नई दिल्ली, 2 मार्च, 1995

का.आ. 746:—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (6) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 2592 दिनांक 16 सितम्बर, 1994 द्वारा बैंकिंग उद्योग को जो उक्त अधिनियम की धारा 2 के खण्ड (खख) में यथा-परिभाषित बैंकिंग कम्पनी द्वारा चलाया जाता है, उक्त अधिनियम के प्रयोजनों के लिये 19 सितम्बर, 1994 से छह मास की कालावधि के लिये लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के

प्रयोजना के लिए 19 मार्च, 1995 से छः मास की और
कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस-11017/2/85-डी I(ए)]

एस. एस. प्रशर, अवर सचिव

New Delhi, the 2nd March, 1995

S.O. 746.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 2592 dated the 16th September, 1994 the Banking Industry carried on by a Banking Company as defined in clause (bb) of section 2 of the said Act

to be a public utility service for the purpose of the said Act, for a period of six months from the 19th September, 1994;

And whereas, the Central Government is opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 19th March, 1995.

[No. S-11017/2/85-D.I(A)]

S. S. PRASHER, Under Secy.